

CASE NO. MC-CO-37-11/69 NOVEMBER 3 1969

1:50 p.m.

CONSOLIDATED FREIGHTWAYS, and

LOCAL 57, Eugene, Oregon;
 LOCAL 58, Longview, Washington;
 LOCAL 70, Oakland, California;
 LOCAL 81, Portland, Oregon;
 LOCAL 87, Bakersfield, California;
 LOCAL 150, Sacramento, California;
 LOCAL 180, Los Angeles, California;
 LOCAL 222, Salt Lake City, Utah;
 LOCAL 224, Los Angeles, California;
 LOCAL 235, Orange, California;
 LOCAL 287, San Jose, California;
 LOCAL 313, Tacoma, Washington;
 LOCAL 324, Salem, Oregon;
 LOCAL 431, Fresno, California;
 LOCAL 439, Stockton, California;
 LOCAL 468, Oakland, California;
 LOCAL 483, Boise, Idaho;
 LOCAL 523, Yakima, Washington;
 LOCAL 533, Reno, Nevada;
 LOCAL 556, Walla Walla, Washington;
 LOCAL 631, Las Vegas, Nevada;
 LOCAL 690, Spokane, Washington;
 LOCAL 741, Seattle, Washington;
 LOCAL 839, Pasco, Washington;
 LOCAL 883, Hood River, Oregon;
 LOCAL 961, Denver, Colorado;
 LOCAL 962, Medford, Oregon;
 LOCAL 983, Pocatello, Idaho;
 LOCAL 24, Akron, Ohio;
 LOCAL 41, Kansas City, Missouri;
 LOCAL 544, Minneapolis, Minnesota;
 LOCAL 710, Chicago, Illinois;
 LOCAL 795, Wichita, Kansas.

RECEIVED
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 2 to Rodgers

MULTI-CONFERENCE CHANGE OF OPERATIONS COMMITTEE

UNION PANEL:

EMPLOYER PANEL:

B. M. WAGGONER
 VERNE MILTON
 STAN STANHOPE
 GEORGE KING

NATHAN J. FULLMER, Chairman
 HAROLD JOHNSON
 H. E. MELTON
 PAUL JAMES

1 APPEARANCES:

2 CHARLES DICKMAN, JAMES CUNNINGHAM, GLEN JEWETT and
3 DAVID PLATT appeared on behalf of the employer.

4 ROY WILLIAMS appeared on behalf of Local 41.

5 JOHN KELLY appeared on behalf of Local 710.

6 SAM SMITH appeared on behalf of Local 795.

7 BILL RODGERS appeared on behalf of Local 70.

8 JACK ALEXANDER and JESS ARNOLD appeared on behalf
of Local 81.

9 CECIL TOBIN appeared on behalf of Local 150.

10 GENE SHEPHERD appeared on behalf of Local 180.

11 BOB CHANEY appeared on behalf of Local 222.

12 DON DENCH and LEONARD ANDRADE appeared on behalf
13 of Local 224.

14 PETE KURBATOFF and BILL MANOS appeared on behalf
of Local 235.

15 PETE CANCELLA appeared on behalf of Local 287.

16 HARRY KACHADOORIAN and LARRY BOOKER appeared on
17 behalf of Local 431.

18 ART HARDY appeared on behalf of Local 439.

19 ERNIE FREITAS, JERRY VERCESI and AL APPELBAUM
appeared on behalf of Local 468.

20 ELGIE FARRIS appeared on behalf of Local 483.

21 EDDY JOHNSON appeared on behalf of Local 690.

22 CLARENCE YOUNGBLOOD, ART TRIMBLE and BILL MARTIN
23 appeared on behalf of Local 741.

24 HARRY BATH appeared on behalf of Local 961.

25 BOB SHAW appeared on behalf of Local 962.

26 AL HILL appeared on behalf of Local 983.

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1 CHAIRMAN FULLMER: All right, gentlemen. On the record.
2 This is Case MC-CO-37-11/39, Consolidated Freightways and the
3 numerous local unions that are listed in the agenda.

4 This is a Multi-Conference Committee meeting to hear this
5 case pursuant to the direction of the Union Chairman and
6 Employer Chairman of the National Grievance Committee.

7 The Employer Panel for the hearing of this case will be
8 Fullmer and Harold Johnson from the West, Melton and James from
9 the Central States.

10 MR. WAGGONER: The Union Panel will be Waggoner and Milton
11 from the West, Stanhope and George King from the Central.

12 CHAIRMAN FULLMER: I will ask the parties to state their
13 appearances for the record.

14 For the company.

15 MR. DICKMAN: Dickman, Cunningham, Jewett, Platt.

16 CHAIRMAN FULLMER: The Chair will now call the roll of the
17 local unions as they are listed. And I would ask that you
18 state your appearance for the record and also at this time
19 whether or not you are protesting the change. This will not
20 be the time for argument, but will just give us an idea to start
21 out where the protests are. And then you will be given a full
22 opportunity to be heard.

23 Local 24, Akron, Ohio.

24 [No response.]

25 CHAIRMAN FULLMER: Let the record show no appearance.

26 Local 41, Kansas City.

1 MR. WILLIAMS: Yes. Roy Williams.

2 CHAIRMAN FULLMER: Protest or no protest, Mr. Williams?

3 MR. WILLIAMS: I never have a protest! We work it out
4 as we go!

5 CHAIRMAN FULLMER: Thank you.

6 Local 544, Minneapolis.

7 MR. MILTON: There was a phone call from them this morning
8 saying that they were not involved and would not be present.

9 CHAIRMAN FULLMER: No appearance.

10 Local 710, Chicago.

11 MR. KELLY: John Kelly.

12 CHAIRMAN FULLMER: Are you protesting, Mr. Kelly?

13 MR. KELLY: We are not protesting or agreeing at this time.
14 We would like to hear the case a little further.

15 CHAIRMAN FULLMER: Thank you.

16 795, Wichita.

17 MR. SMITH: Sam Smith.

18 No protest.

19 CHAIRMAN FULLMER: Local 57, Eugene, Oregon.

20 [No response.]

21 CHAIRMAN FULLMER: Let the record show no appearance.

22 Local 58, Longview.

23 [No response.]

24 CHAIRMAN FULLMER: No appearance.

25 Local 70, Oakland.

26 MR. RODGERS: Protest.

1 CHAIRMAN FULLMER: Thank you, Mr. Rodgers.
2 Local 81, Portland.
3 MR. ALEXANDER: Protest.
4 Jack Alexander and Jess Arnold.
5 CHAIRMAN FULLMER: Local 87, Bakersfield.
6 [No response.]
7 CHAIRMAN FULLMER: Let the record show no appearance.
8 Local 150, Sacramento.
9 MR. TOBIN: Cecil Tobin.
10 Protest.
11 CHAIRMAN FULLMER: Local 180, Los Angeles.
12 MR. SHEPHERD: Protest as filed.
13 CHAIRMAN FULLMER: That is Mr. Shepherd.
14 MR. SHEPHERD: Yes. Sorry.
15 CHAIRMAN FULLMER: Local 222, Salt Lake City.
16 MR. CHANEY: Bob Chaney.
17 Protest, subject to clarification.
18 CHAIRMAN FULLMER: Local 224, Los Angeles.
19 MR. DENCH: Dench and Andrade.
20 No protest. Clarification.
21 CHAIRMAN FULLMER: 235, Orange.
22 MR. SHEPHERD: They are on their way over here right now,
23 Nate.
24 CHAIRMAN FULLMER: All right. When they come in, will you
25 notify the Chair.
26 Local 287, San Jose.

1 MR. CANCELLA: Pete Cancilla.
2 Protest.
3 CHAIRMAN FULLMER: Local 313, Tacoma.
4 [No response.]
5 CHAIRMAN FULLMER: No appearance.
6 Local 324, Salem.
7 MR. MILTON: He is here.
8 MR. ARNOLD: I don't know whether he has got a protest or
9 not. He didn't say.
10 CHAIRMAN FULLMER: Let the record presently show no appear-
11 ance.
12 If he arrives, will you notify the Chair.
13 Local 431, Fresno.
14 MR. KACHADOORIAN: Harry Kachadoorian, Larry Booker.
15 Protest.
16 CHAIRMAN FULLMER: Local 439, Stockton.
17 MR. HARDY: Art Hardy.
18 Protest.
19 CHAIRMAN FULLMER: Local 468, Oakland.
20 MR. FREITAS: Freitas, Vercesi and Appelbaum.
21 Complete protest.
22 MR. VERCESI: And Mr. Vercesi is looking for a Panel member
23 for the Main Committee on the Teamsters.
24 Mr. King-- Oh. You are sitting on this Panel.
25 Where is Harry Bath or somebody?
26 CHAIRMAN FULLMER: I'm sorry, Mr. Vercesi. You can't win

1 them all!

2 Local 483, Boise.

3 MR. FARRIS: Elgie Farris.

4 Protest.

5 CHAIRMAN FULLMER: Local 524, Yakima.

6 [No response.]

7 CHAIRMAN FULLMER: No appearance.

8 Local 533, Reno.

9 Is Mr. Wagner around?

10 [No response.]

11 MR. WAGGONER: I haven't seen him.

12 CHAIRMAN FULLMER: No appearance.

13 Local 556, Walla Walla.

14 MR. MARTIN: Not here.

15 CHAIRMAN FULLMER: No appearance.

16 Local 631, Las Vegas.

17 [No response.]

18 CHAIRMAN FULLMER: No appearance.

19 Local 690, Spokane.

20 MR. MARTIN: He is here.

21 CHAIRMAN FULLMER: Well, presently no appearance.

22 When Eddy arrives, let us know.

23 Local 741, Seattle.

24 MR. YOUNGBLOOD: There is a protest.

25 Trimble and Martin and Youngblood.

26 CHAIRMAN FULLMER: Local 839, Pasco.

1 [No response.]

2 CHAIRMAN FULLMER: No appearance.

3 Local 883, Hood River.

4 [No response.]

5 CHAIRMAN FULLMER: No appearance.

6 Local 961, Denver.

7 MR. BATH: Nate, we are listed but I don't know how it is
8 going to affect us.

9 The only thing would be the run from Wichita to Denver.
10 And there is no protest on Sam's part, and I don't know how it
11 would affect me because I don't have any runs running that way.

12 CHAIRMAN FULLMER: We will just note your appearance,
13 Harry. And if something comes up, then of course you will have
14 the right to be heard.

15 MR. BATH: OK.

16 MR. MILTON: Off the record for a minute.

17 CHAIRMAN FULLMER: Off the record.

18 [Remarks outside the record.]

19 CHAIRMAN FULLMER: Based on the statements off the record
20 it appears that Local 961 is not involved.

21 And Harry, we will excuse you so you can sit on another
22 committee. Thank you.

23 Local 962, Medford.

24 MR. SHAW: Shaw and Ward.

25 We don't have a protest; but just for clarification.

26 CHAIRMAN FULLMER: Local 983, Pocatello.

1 Is Al Hill here?

2 MR. KURBATOFF: He is outside.

3 CHAIRMAN FULLMER: Al, we are just entering appearances
4 on this CF Multi-Conference case.

5 Do you have a protest?

6 MR. HILL: Yes. I might just as well. Everybody else
7 does!

8 [Laughter.]

9 CHAIRMAN FULLMER: All right.

10 MR. DICKMAN: Orange is here too, Nate. Orange has come
11 in.

12 CHAIRMAN FULLMER: All right. Local 235, Orange. May we
13 have your appearance.

14 MR. KURBATOFF: Kurbatoff and Manos.

15 CHAIRMAN FULLMER: Are you protesting?

16 MR. KURBATOFF: We are listening to what everybody has to
17 say.

18 CHAIRMAN FULLMER: Thank you.

19 All right. Mr. Dickman, proceed.

20 MR. DICKMAN: Thank you.

21 To begin with, we have had several discussions prior to
22 this meeting. And there are---

23 MR. KACHADOORIAN: Mr. Chairman,

24 Pardon me.

25 Mr. Chairman, our protests are based on something that should
26 be heard, I think, before the case.

1 I think the locals involved in the San Joaquin Valley have
2 not had an audience with the company at all in this matter.
3 They had a meeting set, but the company didn't appear. That's
4 what the biggest part of their protest is.

5 MR. MILTON: Mr. Chairman, may I answer that.

6 CHAIRMAN FULLMER: You are a Panel member, Mr. Milton.
7 Proceed.

8 MR. MILTON: Harry, I talked to you, I talked to Art Hardy,
9 I talked to Tobin and Wagner in Sacramento when Dickman called
10 me and said he could not appear and did it need to have a spec-
11 ial meeting or could you resolve your differences here.

12 Your answer was that we could hear it here.

13 Now is that true?

14 MR. HARDY: Just a moment, Verne.

15 We could talk to the company here, but we haven't even
16 talked to them yet. This is the first time we are meeting with
17 the company. That's all.

18 MR. MILTON: My question to you was: Is there any special
19 meeting needed, or could you settle it or do it here at this
20 meeting. That was my question.

21 MR. KACHADOORIAN: We were of the opinion that we could
22 talk to him.

23 MR. MILTON: We will give you five minutes. Go talk.

24 CHAIRMAN FULLMER: Just a minute. Just a minute.

25 MR. HARDY: This isn't any five-minute case.

26 MR. MILTON: I'm sorry you misunderstood. But that is what

1 I said. And I thought I said it right

2 CHAIRMAN FULLMER: Harry and Art, both of you gentlemen
3 have appeared before the Change of Operations Committee of the
4 Joint Western Area Committee many times in the past. Harry is
5 a member of the Committee. You know what our procedures have
6 been on change of operations cases that affect the West.

7 I call to your attention that this is a Multi-Conference
8 case. We have been directed to hear this by the mandate from
9 the National Grievance Committee.

10 Now can you gentlemen seriously represent to this Multi-
11 Conference Committee that you are not familiar with what the
12 company is proposing in this case?

13 MR. HARDY: I can read. But this doesn't---

14 CHAIRMAN FULLMER: And you have read it?

15 MR. HARDY: Yes. I read it this morning.

16 CHAIRMAN FULLMER: All right. We are going to proceed to
17 hear the case then. That will not be the basis of a protest
18 to a Multi-Conference case.

19 MR. HARDY: What about the meeting prior?

20 CHAIRMAN FULLMER: That is what I am talking about, Art.
21 The rules that have been developed by the Joint Western Area
22 Committee do not apply as such to Multi-Conference Change of
23 Operations cases.

24 MR. HARDY: If those are the rules,---

25 CHAIRMAN FULLMER: And the National Grievance Committee
26 has so ruled.

1 Am I right on this, Mr. Milton?

2 MR. MILTON: Yes.

3 MR. HARDY: If those are the rules, go ahead.

4 CHAIRMAN FULLMER: All right.

5 Mr. Dickman, proceed.

6 MR. DICKMAN: OK. As I was saying, there have been several
7 discussions prior to this meeting. And in order to---

8 MR. MILTON: Mr. Chairman, may I interrupt for a moment
9 please.

10 Fellows, there are a lot of guys in here that are in no way
11 connected. May we please ask you to leave. This joint is going
12 to be a sweatbox in about thirty seconds.

13 MR. BLACKMARR: The only reason I am in here is because
14 Local 235 was mentioned, and Local 70.

15 Do they have sleeper cab drivers?

16 MR. MILTON: You are not affected, Ed.

17 There is Local 357. I would like to ask you to leave.

18 MR. SHEPHERD: Verne, in all fairness-- Damn it! They
19 are involved. You better believe they are.

20 MR. BLACKMARR: If they pull work out of here, it affects
21 our people.

22 MR. SHEPHERD: What they are proposing affects the L.A.
23 terminal and the Orange County terminal. They are not even
24 named in the goddamn thing!

25 MR. VOLKOFF: Verne, I have got a problem. In the last
26 change of ops---

1 MR. MILTON: Forget I said anything.

2 Go ahead, Mr. Chairman.

3 CHAIRMAN FULLMER: Gentlemen, it is not the intention of
4 the Committee to cut anybody off. But we are going to proceed
5 in an orderly manner.

6 Now we have the agenda filed. It was approved this morning.
7 Nobody asked to be added to the case.

8 Now we are going to proceed in the order that is listed.

9 If there are any other local unions that have got some
10 questions at the end, we will give you an opportunity to be
11 heard.

12 MR. BLACKMARR: Fine.

13 CHAIRMAN FULLMER: Now Mr. Dickman, for the fourth time
14 will you proceed.

15 MR. DICKMAN: Thank you.

16 As I was saying, we have had some previous meetings this
17 morning involving this case. And I think, in order to maybe
18 speed it up a little bit as well as to clarify it to some of
19 the parties here, there are two sentences in three-quarters of
20 these changes that are identical. And I will read them for
21 the record and make a statement about them after I have read
22 them.

23 One sentence reads: "The Company will not pay check and
24 fuel time unless the driver's trip sheet specifically requires
25 him to do so."

26 The other sentence is: "The Company will furnish the motel

1 in lieu of paying the drivers subsistence."

2 The company at this time is withdrawing these two sections
3 of these proposals with the understanding that we will get with
4 the local unions and attempt to work out the specific problem
5 involved, especially as it applies to this subsistence.

6 The unions directly affected are aware of the problem in-
7 volved, and we will again go back with them prior to the date
8 that we put this into effect and attempt to overcome the opera-
9 tional problems involved. However, we do reserve the right to
10 not put this change into effect if we cannot overcome the
11 problem that the company is facing.

12 And with those stipulations, we will withdraw these two
13 portions of this change.

14 MR. SHEPHERD: Mr. Chairman, in all of my years around
15 here I have heard a lot of goddamn things. But here we are
16 again saying that they reserve the right that if they can't
17 make the deal they want they are not going to put it into effect.

18 CHAIRMAN FULLER: Gene, I don't mean to be obstreperous;
19 but we are going to hear it in order. And you can make your
20 statements when your turn comes.

21 Now will you proceed, Mr. Dickman.

22 MR. DICKMAN: Thank you. The first one on the list is
23 the Seattle-Los Angeles operation. We are presently running
24 it with sleepers. It is our proposal that we would instigate
25 two runs a day, six days a week between Los Angeles and Seattle
26 with Los Angeles men running to Sacramento, Sacramento men run-

1 ning to Medford and likewise a Medford man running to Sacramento,
2 and Seattle men running to Medford.

3 We also propose that on the seventh day the operation would
4 either be by additional relays or sleepers.

5 We are also proposing that loads over and above the two
6 would be moved by either additional relays or sleepers.

7 As I said, we have dropped the item on the check and fuel.
8 And I will not refer to it again.

9 We also want to run the run by the points that we state
10 in here.

11 Do you want to stop on this and see if there are any
12 questions on this and go step by step?

13 CHAIRMAN FULLMER: Yes. I think we should deal with each
14 separately.

15 Do the Panel members have any questions of the company on
16 the Seattle-L.A. portion?

17 MR. STANHOPE: You propose to run two a day from L.A. to
18 Seattle.

19 MR. DICKMAN: Correct.

20 MR. STANHOPE: Through Sacramento and Medford.

21 MR. DICKMAN: Right.

22 MR. STANHOPE: And move the rest with what?

23 MR. DICKMAN: The overflow either by sleepers or by addi-
24 tional relays.

25 MR. STANHOPE: That is all I have.

26 CHAIRMAN FULLMER: Any other questions?

1 MR. KING: One question.

2 Are you going to run the divisions prior to the sleepers,
3 or are you going to run them over?

4 MR. DICKMAN: No. We will protect the divisions.

5 MR. STANHOPE: Six a week.

6 MR. DICKMAN: If we run one sleeper in a 24-hour period
7 between Los Angeles and Seattle, we will protect the two divi-
8 sions for a 24-hour period.

9 MR. STANHOPE: Suppose you run a sleeper from L.A. to
10 Sacramento.

11 MR. DICKMAN: No. This relay here, Stan, is moving freight.

12 MR. STANHOPE: I understand. But I am just asking you:
13 Supposing you have got two bid men in Los Angeles bid to Sacra-
14 mento.

15 MR. DICKMAN: We have that now.

16 MR. STANHOPE: But you are proposing to bid two more on
17 the movement of freight to Seattle. But if the load doesn't
18 go to Seattle, you are saying you could then run sleepers to
19 Sacramento with a load of freight out of Los Angeles and leave
20 that driver sit.

21 MR. DICKMAN: We now presently have two bid men that
22 stop Sacramento that we run that have bid runs.

23 MR. STANHOPE: Now you are proposing to put two more on.

24 MR. DICKMAN: As part of a relay to Seattle.

25 MR. STANHOPE: All right. Now supposing today that you
26 want the right to run a sleeper from Los Angeles to Sacramento

1 and cancel the bid run if that load is not destined for Seattle.

2 MR. DICKMAN: That is what we do today.

3 MR. STANHOPE: That is what you want to do, you mean.

4 MR. DICKMAN: Well, let me back up.

5 Let's talk about what we presently have.

6 Now we have a relay man or a division man who runs Los
7 Angeles-Sacramento. Now we presently run sleepers over the top
8 of it.

9 MR. STANHOPE: But he runs.

10 MR. DICKMAN: He runs. Right.

11 MR. STANHOPE: Yes.

12 MR. DICKMAN: OK. Now---

13 MR. STANHOPE: In a dispatch day he runs.

14 MR. DICKMAN: Right. Right.

15 Now what we are saying is: We will continue to run the
16 Sacramento division men as we have been.

17 MR. STANHOPE: All right.

18 MR. DICKMAN: Presently we are running sleepers, an average
19 of two a day, between Los Angeles and Seattle. We want to do
20 away with those and put in the relays.

21 MR. STANHOPE: All right. That is in addition to the
22 relays you have got now.

23 MR. DICKMAN: Right.

24 MR. STANHOPE: No argument. But I am asking you: What hap-
25 pens then? You said you would protect him on a dispatch day.

26 MR. DICKMAN: Right.

1 MR. STANHOPE: If you ran a sleeper.

2 MR. DICKMAN: Yes.

3 MR. STANHOPE: I am not talking about the one you have got.

4 MR. DICKMAN: OK.

5 MR. STANHOPE: I am talking about these two you are going to
6 put on.

7 MR. DICKMAN: Right.

8 MR. STANHOPE: Today you run a sleeper to Sacramento with
9 a load of freight. He then drops it there and picks up a load,
10 we will say, for Omaha.

11 MR. DICKMAN: OK.

12 MR. STANHOPE: Are you saying you can do this and cancel the
13 bid man because the load that was pulled to Sacramento was not
14 destined for Seattle?

15 MR. DICKMAN: Yes. That is what we are saying.

16 MR. STANHOPE: Well, you will have a hell of a problem in
17 my division!

18 MR. KING: You better believe it!

19 MR. DICKMAN: Because normally before you run it to Sacra-
20 mento you would run it with a Sacramento man.

21 MR. STANHOPE: But the thing you are losing sight of,
22 Dickman, is: If you establish a relay and you run a sleeper
23 over my leg of that relay, I am being violated under the con-
24 tract. I don't care where the damn freight is going. It did
25 move over my portion of the relay and I didn't run.

26 Do you follow me?

1 MR. KING: He only wants to protect them during the cutoff
2 time.

3 MR. FREITAS: That's all.

4 MR. STANHOPE: What the company is saying is that they
5 want the destination of the load to determine the cancellation.
6 And that can't be.

7 CHAIRMAN FULLMER: All right. Let's go off the record un-
8 til the company quits conferring.

9 [Remarks outside the record.]

10 CHAIRMAN FULLMER: All right. Back on the record.

11 MR. DICKMAN: First let me apologize, because I will have
12 to do this occasionally.

13 We agree with what you say, Stan--that we will protect
14 the man in the instance that you gave, the example you gave.
15 We will protect these two bid men that are on part of the Los
16 Angeles-Seattle relay.

17 MR. STANHOPE: You are saying then, in answer to all the
18 locals,---

19 MR. DICKMAN: Yes.

20 MR. STANHOPE: ---that before you will run a sleeper from
21 L.A. to Sacramento or Sacramento to Medford or Medford to Seat-
22 tle you will protect all the divisions on the north out between
23 those two towns.

24 CHAIRMAN FULLMER: Now just a minute, Stan.
25 In the dispatch day.

26 MR. STANHOPE: In the dispatch day.

1 MR. DICKMAN: Yes. Right.

2 MR. STANHOPE: Which means you run six trips a week.

3 MR. DICKMAN: Right.

4 MR. STANHOPE: If you run a sleeper.

5 MR. DICKMAN: If we run a sleeper.

6 CHAIRMAN FULLMER: They could run a sleeper out first if
7 the division goes out on a dispatch day.

8 MR. STANHOPE: I understand. But he is going to run---

9 MR. DICKMAN: In the example that he gave, if we run a
10 sleeper in the example he gave we will protect the four division
11 runs and two Los Angeles-Seattle.

12 CHAIRMAN FULLMER: All right. We have got that clarified.

13 MR. APPELBAUM: In the dispatch day is that?

14 MR. DICKMAN: Right. That is six days a week. Now the
15 seventh day is another matter.

16 MR. APPELBAUM: Get it in the record, though. In the dis-
17 patch day.

18 MR. DICKMAN: It's in there.

19 MR. STANHOPE: You are going to have to clarify that a lit-
20 tle.

21 What is the seventh day?

22 MR. WAGGONER: Let's have quiet in here so we can hear.

23 MR. STANHOPE: This is important how to these people and
24 it will be to you, if you get it.

25 MR. DICKMAN: Right. Right.

26

1 On the seventh day we will have the right to either run
2 additional relays or run a sleeper in lieu thereof on that
3 one day.

4 MR. STANHOPE: Well, what day are we talking about?

5 MR. KING: Any seventh day?

6 MR. DICKMAN: We will get with the locals and tell them
7 which of the six days, consecutive days will be the dispatch
8 days and then we will notify them that this is the seventh. And
9 that's it. We won't---

10 MR. STANHOPE: You will have six consecutive days.

11 MR. DICKMAN: Right. Six consecutive days. The same way
12 we do on the Kansas City deal.

13 MR. STANHOPE: Six consecutive days.

14 MR. DICKMAN: Right. No argument.

15 MR. STANHOPE: Do you guys all understand what he is saying?
16 It won't be Monday through Saturday this week and Sunday
17 through Friday next week.

18 MR. DICKMAN: No. It will be the same six days every week.

19 MR. STANHOPE: All right.

20 MR. DICKMAN: No argument.

21 MR. STANHOPE: So I know my day off.

22 CHAIRMAN FULLMER: All right. We have got that clarified.
23 Do you have another question, Stan?

24 MR. DICKMAN: And I would say, to shorten it, that the
25 same thing holds true. And in the rest of these where we talk
26 about six days, it will be the same six days.

1 MR. STANHOPE: OK. Go ahead.

2 MR. DICKMAN: Are we still on the Seattle-Los Angeles?

3 CHAIRMAN FULLMER: All right. Do any Panel members have
4 any questions of the company on the Seattle-Los Angeles portion?

5 [No response.]

6 CHAIRMAN FULLMER: All right. The Chair is going to call
7 for questions first and then arguments by the local unions who
8 are affected in the Seattle-Los Angeles portion.

9 I guess maybe we ought to go geographically, starting with
10 the south. And I think it is probably Mr. Shepherd.

11 MR. KING: You picked a good man!

12 CHAIRMAN FULLMER: I don't know about that!

13 MR. SHEPHERD: Well Mr. Chairman, you will notice in the
14 filing on the Seattle to Los Angeles--and it's repetitious
15 all through the change--where the company says: "Drivers will
16 be dispatched from their domicile as follows: Two Los Angeles-
17 based men to Sacramento per dispatch day. One Sacramento-based
18 man to Medford per dispatch day", and so on.

19 Then it gets down and it says: "Loads in excess of two per
20 dispatch day may be moved by either additional relays or sleepers.
21 The Company is not obligated to run the two protected runs prior
22 to running sleepers."

23 Now that part has been clarified. And my whole argument
24 to that one phase, whether it is Seattle to Los Angeles or
25 Los Angeles to Seattle, is that once they ask for two bid relays
26 per day--and this local union does not have any argument with

1 that, providing it is as they proposed here with Seattle freight.
2 Anything over and above the two bids per day should run by
3 sleeper as it did in the other change.

4 MR. STANHOPE: Now you have hit on a problem there I just
5 about forgot.

6 You have got Gene with jurisdiction over the sleepers and
7 you have got another local with jurisdiction over the relays.
8 So you are not going to be able to say on the seventh day:
9 "We are going to do it either way."

10 How do you propose to do it on the seventh day? And even
11 during the sixth day.

12 MR. SHEPHERD: Let me straighten one part out that I
13 don't have an argument with.

14 The bid relay belongs to 224. The extra board and the
15 sleeper still belong to 180. So he is proposing over and
16 beyond the two bids per day that he will take my people and
17 freeze one or the other out. And in the previous change, this
18 comes under dispatch rules. Damn it! It's my right to say how
19 they will go as long as he will move his freight.

20 MR. STANHOPE: Off of your board, that is. That move off
21 of your board, over and above the established relays.

22 MR. SHEPHERD: That's right. That's right.

23 MR. DICKMAN: He has got the extra board, too.

24 MR. STANHOPE: That's right.

25 MR. DICKMAN: And it would be his men that would move this
26 on the extra board. If we run extra relays, it would be his men

1 that move them.

2 I don't have any argument with him about that.

3 MR. STANHOPE: Supposing you get to the point that 224 says
4 "You have got another full-time job there"?

5 MR. DICKMAN: Then that is a jurisdictional problem between
6 those two locals.

7 MR. STANHOPE: It won't be if we get it worked out here.
8 Will it.

9 MR. DICKMAN: No. I agree.

10 MR. STANHOPE: OK. We have got your objection there, Gene.

11 CHAIRMAN FULLMER: It is still your floor, Gene.

12 MR. SHEPHERD: Well, the other thing I wanted to ask is
13 for the company to clarify in respect to the Los Angeles to
14 Seattle freight. Now it has been brought to my attention that
15 they intend to, over and above the bids, if they decide to run
16 the bids or otherwise, with Portland or shorter freight, they
17 will do that and leave either the extra board people or the
18 bid sleepers sit again.

19 MR. STANHOPE: Number one, Gene, in answer to that: There
20 is the question I just brought up before.

21 These are relays. And the destination of the freight does
22 not determine whether that relay runs or not. There will be
23 four relays move between L.A. and Sacramento and two more then
24 from Sacramento to Seattle if this change is approved, regard-
25 less of the freight being moved on the division.

26 Now the destination of the freight doesn't warrant whether

1 you cancel a relay or not.

2 MR. SHEPHERD: Well, I understand that. But he has---

3 MR. STANHOPE: So in other words, there would be a Portland
4 load moved to Sacramento to keep that moving, and then it would
5 have to move to Medford. And I don't know how in the hell they
6 would get it to Portland. But that is their problem.

7 MR. SHEPHERD: I understand that, Stan. But they now
8 have the Sacramento, which is the Portland-- They are now adding
9 two more which was Seattle freight.

10 MR. STANHOPE: And all four have got to run ahead of a
11 sleeper.

12 MR. SHEPHERD: If they are bid. I understand that.

13 MR. STANHOPE: All right.

14 MR. SHEPHERD: The second part is where they make the
15 statement here that they are going via Orange, via this point,
16 via that point.

17 Now Los Angeles as most of you gentlemen know has been the
18 end station as such geographically. The company is now taking
19 a position--and I want you to understand this--that if they have
20 a terminal in Orange or in San Bernardino or across the goddamn
21 street, that the 1965 interconference rules permit them to do
22 as they damn please and this is local work going between those
23 two terminals, back and forth. And they are now because of this
24 saying that they are going to run a guy from Los Angeles 16 or
25 19 miles eastbound to pick up a load, turn around and backtrack
26 either up to 'Vegas or north.

1 MR. STANHOPE: Has Orange got a terminal?
2 MR. SHEPHERD: Yes. But it is a cartage.
3 MR. STANHOPE: And L.A.?
4 MR. DICKMAN: It has got a terminal.
5 MR. STANHOPE: Now just a minute. I am asking Gene.
6 MR. DICKMAN: I'm sorry.
7 MR. STANHOPE: Orange has got a Consolidated Freightways
8 terminal?
9 MR. MANOS: No. You will have it the 17th of November,
10 but you don't have it now.
11 MR. STANHOPE: They are building one in Orange?
12 MR. MANOS: Yes.
13 MR. STANHOPE: You have got a Consolidated terminal in
14 Los Angeles. Right?
15 MR. SHEPHERD: Right.
16 MR. STANHOPE: And it is going to continue to operate,
17 I assume, after the 17th. So you are going to have two ter-
18 minals in two different towns within the 25-mile radius.
19 MR. WAGGONER: Within the pickup and delivery area.
20 MR. STANHOPE: Will the same local union have both termin-
21 als?
22 MR. KING: No. They are different.
23 There are three.
24 MR. STANHOPE: Oh no!
25 MR. KING: Can I help you out, Stan.
26 You kept asking me those questions, and I have been giving

1 you the right answers.

2 MR. WAGGONER: Stan, what they are going to do is: They
3 will have two different local unions---

4 MR. STANHOPE: I know. With different terminals. Within
5 20 miles of each other.

6 MR. KING: Don't forget Local 208.

7 MR. STANHOPE: Where is their local?

8 MR. KING: The same yard as 224 and 180.

9 MR. STANHOPE: You have got the city people, don't you?

10 MR. SHEPHERD: We won't if he picks and drops between L.A.
11 and Orange and backtracks.

12 MR. BLACKMARR: They will knock our people out of the
13 box if they do.

14 MR. STANHOPE: Yours is a local cartage, between---

15 MR. BLACKMARR: Right. But if they pick and drop, there
16 won't be any work for our people and our people will be sitting
17 in Orange as a result of a pick and drop change. That is why
18 I am here.

19 MR. STANHOPE: Are you contending, Gene, that--224, I as-
20 sume--the line haul, the single man and the sleeper are placed
21 in the L.A. terminal?

22 MR. SHEPHERD: Correct.

23 MR. STANHOPE: And this is going to remain that way?
24 The line haul point. The line haul is going to stay in the Los
25 Angeles terminal.

26 MR. DICKMAN: Right.

1 MR. STANHOPE: Your contention then is: If there is freight
2 in Orange picked up by the Orange local people and brought and
3 worked at the Orange dock and it has to be brought to the L.A.
4 terminal by a local man--from L.A. or from Orange?

5 MR. DICKMAN: Or Orange.

6 MR. SHEPHERD: Both. Either one.

7 MR. STANHOPE: But a local man has got to do this. No
8 line haul.

9 MR. BLACKMARR: Exactly right.

10 MR. SHEPHERD: That's right.

11 MR. STANHOPE: OK. And I think you are right. You have
12 got an inbound and an outbound terminal.

13 MR. WAGGONER: Do you want to give up now, Chuck!

14 MR. STANHOPE: No. That is all right. We understand that.
15 But you won't be able to do what they are saying. You will
16 have to move that local equipment.

17 MR. BLACKMARR: Stan, let me say this: We have no opposition
18 with 235. If the load originates in 235's jurisdiction, they
19 bring it to Los Angeles and if it originates in the Los Angeles
20 terminal they move it out for delivery in 235.

21 The only thing that Gene is saying is: If they are allowed
22 to pick and drop and go to Orange, then that deletes both opera-
23 tions.

24 MR. KING: Mr. Blackmarr, Stan is not the chairman.
25 Direct your remarks to Mr. Fullmer.

26 MR. BLACKMARR: I am just answering his question.

1 CHAIRMAN FULLMER: All right. Gene, it is still your floor.

2 MR. SHEPHERD: I will give up for the moment.

3 CHAIRMAN FULLMER: All right.

4 224.

5 MR. DENCH: Yes. A point of information.

6 Are they planning on bidding these runs--these are divi-
7 sions--here Sunday, Tuesday and Thursday and Mondays, Wednesdays
8 and Fridays?

9 MR. DICKMAN: I think that is something that should be
10 worked out with the local unions. Isn't it?

11 I mean, I am not prepared to go into the bidding procedure
12 now.

13 MR. WAGGONER: You stated you are going to agree with the
14 local unions as to the six days.

15 MR. DICKMAN: Yes sir.

16 MR. WAGGONER: That is going to be involved.

17 MR. DICKMAN: Correct.

18 MR. WAGGONER: So then you will also agree with the local
19 union on the question of the method of dispatch.

20 MR. DICKMAN: This is what we have done before. Right.

21 MR. WAGGONER: There will be one day out of the seven that
22 will be the same day all the time that will not be a dispatch
23 day under this operation, under the regular bid.

24 MR. DICKMAN: Right.

25 MR. WAGGONER: Does that answer your question?

26 MR. DENCH: Well, the point is: This is on---

1 MR. ANDRADE: On a Sunday, if they don't have a man going
2 out on the regular bid from L.A. to Sacramento they can send
3 ten trucks out with sleepers.

4 MR. STANHOPE: They can send twenty if they need them.
5 What is the difference?

6 MR. ANDRADE: What difference does it make: The bid man
7 is going to be sitting at home.

8 MR. STANHOPE: No way.

9 MR. ANDRADE: Fine.

10 MR. STANHOPE: No way.

11 CHAIRMAN FULLMER: All right. Anything else, 224?

12 MR. DENCH: No.

13 CHAIRMAN FULLMER: All right.

14 Somebody help the Chair with the geography. Who is next?

15 MR. DICKMAN: In the listing here the next one is the
16 Seattle-Spokane.

17 CHAIRMAN FULLMER: No. We have got some local unions in-
18 volved in other portions.

19 MR. STANHOPE: Medford and Seattle.

20 MR. DICKMAN: Medford and Seattle would be the other two.

21 CHAIRMAN FULLMER: Well, Sacramento is probably next.

22 MR. TOBIN: No. Stockton.

23 CHAIRMAN FULLMER: All right. Sacramento. Mr. Tobin.

24 MR. TOBIN: Well, I think Stan pretty well took care of
25 my arguments on helping us establish the relays.

26 Now my question would be: On the 281 and the 283 and 251

1 runs, would these be affected in any way?

2 MR. DICKMAN: No.

3 MR. TOBIN: This will be in addition.

4 MR. DICKMAN: This is in addition to what you have. Yes.

5 MR. TOBIN: And they will be protected.

6 MR. DICKMAN: Yes.

7 CHAIRMAN FULLMER: I didn't mean to bypass Local 235.

8 MR. MANOS: Well, you did.

9 CHAIRMAN FULLMER: I'm sorry.

10 MR. MANOS: Well, from 235's standpoint first of all,
11 gentlemen, I think you are readily aware of what the hell is
12 happening from the point of Santa Fe Springs CF and Orange
13 County CF.

14 Our position is the same as Blackmarr's. It is our local
15 we are trying to protect. And furthermore, there is no way of
16 policing the damn thing from the L.A. terminal to the Orange
17 terminal that these sleeper teams are turning. There is abso-
18 lutely no way of policing it.

19 MR. STANHOPE: What do you mean you can't police it?

20 MR. MANOS: Right now--let me give you an example--in the
21 Orange County Clark Inland Terminal, which is a division of CF,
22 you have got KC teams and Chicago teams pulling through right
23 now, dropping a box and gear, going on with the box and power
24 unit to Santa Fe Springs, dropping that, coming back with a
25 second box, picking up a gear and a loaded box at Orange, Clark
26 Inland Terminal, and going on to CF.

1 Now I don't know a thing about your '65 change of opera-
2 tions in the Central States; but it wasn't until I found out
3 that our hostlers were servicing the KC teams. There wasn't
4 any need for it. And that is when I got together with Gene
5 Shepherd, Barney Volkoff and a few others.

6 MR. STANHOPE: You want to claim your jurisdiction. Right?

7 MR. MANOS: You damn well know it.

8 MR. STANHOPE: Well, it's about time!

9 MR. SHEPHERD: Now we want to do it with the L.A. people
10 too, Stan.

11 MR. STANHOPE: If you claimed your jurisdiction, you'd
12 get a lot less hell out of these drivers.

13 MR. KING: Sure. They are doing all that work and they
14 are screaming.

15 MR. STANHOPE: For nothing. You know. That city man,
16 he doesn't want to do your work. But you have got a claim.

17 MR. MANOS: You better believe it.

18 CHAIRMAN FULLMER: Are there any more questions, 235?

19 MR. BLACKMARR: I would like to say something, Mr. Chair-
20 man.

21 The same thing is happening in the exact opposite procedure
22 as Bill in Local 208's Los Angeles terminal where the teams
23 bypass that terminal and go to Orange. Then they come back and
24 they do the hostling between the two terminals, thus deleting
25 235 and 208 from the hostling work between the two terminals.
26 It is the exact opposite of what Bill said that applies in the

1 Los Angeles terminals. The exact opposite. They bypass the
2 Los Angeles terminal and go to Orange, and they are here bypass-
3 ing the Orange terminal and coming to Los Angeles the same way
4 as they are.

5 MR. STANHOPE: How long have you been doing this, Dickman?

6 MR. DICKMAN: For three or four years.

7 We also dispatch our sleepers directly to Orange and
8 directly back out again.

9 MR. MANOS: Gentlemen, may I make one correction here.

10 MR. STANHOPE: Let me ask you something, Blackmarr.
11 Your terminal is built, I assume, and in operation.

12 MR. BLACKMARR: Right.

13 MR. DICKMAN: It is his terminal.

14 MR. STANHOPE: If a Kansas City team--we will use KC teams
15 as long as I am familiar with them--is dispatched to Los Angeles,
16 to the terminal of your jurisdiction, don't your people do the
17 hostling for them then?

18 MR. SHEPHERD: He means PUD between the terminals. Not
19 hostling.

20 MR. BLACKMARR: PUD.

21 MR. STANHOPE: I am talking about if my team is dispatched
22 to L.A., period.

23 MR. BLACKMARR: Wait a minute. Let me tell you what
24 happens in this respect.

25 Your teams--talking about Kansas City--came into Los Ange-
26 les, dropped part of the box,---

1 MR. STANHOPE: At the terminal.

2 MR. BLACKMARR: At the terminal.

3 They took the front box and the converter gear, went to
4 Santa Ana and dropped that and then came back and picked up
5 two empties and came back to the Los Angeles terminal. That
6 is what they did. Your people.

7 MR. STANHOPE: And do you know why they did it?

8 MR. BLACKMARR: I understand why they did it.

9 MR. STANHOPE: Because they were paid and told to do it.
10 And your people didn't claim their jurisdiction.

11 MR. BLACKMARR: That's right. But what I am saying,
12 in conjunction with what Bill is saying, is: There is no way
13 that 235 and 208 could police it. Otherwise we would have to
14 have fifty or a hundred men on the payroll to police it.

15 MR. STANHOPE: You wouldn't do that in Kansas City.

16 MR. BLACKMARR: I understand. But there is no way we know
17 unless some guy---

18 MR. STANHOPE: Your people don't know it?

19 MR. BLACKMARR: No sir. There is no way that our people
20 know it. Because this is done on a dispatch out of your terri-
21 tory.

22 MR. STANHOPE: Well, when my team comes into your terminal
23 do you mean there is nobody that sees him drop a box and continue
24 on to Santa Ana and directly here he is back in two hours?

25 MR. BLACKMARR: Well, I agree. But Stan, what I am saying
26 is: It could be on the assumption of our people in the terminal

1 that this man could be from Orange. It could be on the assump-
2 tion in Orange that he is one of our guys. There is no way of
3 knowing that he is a sleeper cab driver. No way. No way.

4 MR. MANOS: Mr. Chairman.

5 MR. KING: Don't they sign in and out of the terminal?

6 MR. MANOS: Mr. Chairman.

7 CHAIRMAN FULLMER: Go ahead.

8 MR. MANOS: First of all, in answer to Stan's question,
9 when your teams come through the Orange terminal they are
10 coming through at anywhere from 10:00 to midnight, normally.
11 They are picking up. Again, if they go into Santa Fe Springs
12 it takes about a two-hour loop in there from the time they get
13 their dispatches and so on.

14 There are no PU & D drivers, there are no hostlers on duty.
15 All you have got is dockmen on duty. And they could care less
16 if you had a kangaroo in the parking lot.

17 MR. STANHOPE: You are not telling me they could care less---

18 MR. MANOS: All right. Your people do sign in. But they
19 don't sign in where the dock people are. They sign a sign-in
20 sheet at the office, and they don't have to see the dock at all.
21 So nobody knows.

22 MR. STANHOPE: Well, can you see it?

23 MR. MANOS: Oh, I can check the sign-ins and sign-outs.
24 But I don't know Gene's teams from yours.

25 MR. SHEPHERD: Stan,---

26 MR. STANHOPE: What difference would it make if it was an

1 L.A. team or a Kansas City team?

2 MR. SHEPHERD: It isn't only Kansas City. Hell fire!
3 It's Chicago and it's all of them.

4 MR. STANHOPE: It amazes me when a local says that they
5 can't tell when a sleeper team has come in and out of their
6 terminal.

7 MR. SHEPHERD: I agree. But they had no reason in Orange
8 as far as 235 is concerned. Because they weren't supposed to be
9 there. Some of them were given orders to pick and drop, and
10 they don't sign in and sign out and all of that crap. That's
11 the whole problem.

12 MR. KING: Do you think they are cheating a little bit,
13 Gene?!

14 [Laughter.]

15 CHAIRMAN FULLMER: All right, gentlemen. Let's move on.

16 If I understand the local unions correctly, they don't
17 deny that this has been going on for several years. So obviously
18 it is not a part of the change.

19 Now can we get on to what is a part of the change.

20 MR. SHEPHERD: Just a moment. Let's get the record straight.

21 It hasn't been going on for several years. It has been
22 going on for about a year. And that's all.

23 MR. STANHOPE: Irrespective of that--I am the first to
24 agree--I wish you had claimed the jurisdiction that belongs to
25 you.

26 MR. SHEPHERD: Well like I said, friend, last week I did

1 claim it. And they didn't move for a while over it, either.

2 MR. STANHOPE: That's a good deal.

3 MR. KING: You were a bad boy, Gene!

4 MR. DICKMAN: Thank you, George!

5 MR. STANHOPE: All right. Let's go on.

6 CHAIRMAN FULLMER: All right. San Jose.

7 MR. CANCELLA: I would like to know what is going to happen
8 to the short line driver that I have.

9 MR. DICKMAN: If I may, Nate. Pete isn't involved in the
10 Los Angeles-Seattle.

11 You will get it when we get to SFO, Pete.

12 MR. KING: You heard it. "You will get it", he said.
13 You will get it all right!

14 CHAIRMAN FULLMER: Would the same also apply to Fresno and
15 Stockton?

16 MR. HARDY: No.

17 CHAIRMAN FULLMER: All right. Harry.

18 MR. HARDY: Go ahead, Harry.

19 MR. KACHADOORIAN: Well, we had a protest. But he has
20 withdrawn the part about no fuel and check time. So there is
21 no problem.

22 The only thing I am concerned about is: They are putting
23 a man in Fresno on a Sacramento turn. I noticed the four words
24 they have got: "provided freight is available".

25 I want to know if that is going to be protected.

26 MR. DICKMAN: Nate, could we discuss the Fresno-Sacramento

1 turn when we get to it?

2 CHAIRMAN FULLMER: All right. Who is the next local coming
3 north that is involved in the Seattle-Los Angeles portion?

4 MR. DICKMAN: Directly it would be Sacramento.

5 Now Art will be in part of it.

6 MR. HARDY: No. I am still mentioned here. So I want to
7 speak on this Seattle-Los Angeles.

8 We have the same problem. We have bid local runs between
9 Sacramento and Stockton.

10 Now they say here: "Dispatches between Los Angeles and
11 Sacramento may be via Orange, Bakersfield, Fresno and/or
12 Manteca (Stockton)".

13 MR. DICKMAN: I will clarify it for you.

14 We will protect the one man that he has bid running Sacra-
15 mento.

16 MR. HARDY: Well, if you are going to protect him, then
17 I haven't got an argument until I get to another spot. OK.

18 CHAIRMAN FULLMER: All right. You can reserve that. Thanks,
19 Art.

20 Oakland: Are they involved in this portion?

21 MR. DICKMAN: Sacramento.

22 MR. WAGGONER: Sacramento.

23 MR. TOBIN: Well, we have already pretty well cleared up
24 Sacramento.

25 MR. DICKMAN: Then Medford is the next one.

26 CHAIRMAN FULLMER: OK. Medford.

1 MR. SHAW: We don't have any argument at this time
2 We do want to see how they are going to fill the added run
3 that they are going to put in there. With who.

4 CHAIRMAN FULLMER: Do you have a response to that, Chuck?

5 MR. DICKMAN: I do have a summation at the end of this,
6 Nate.

7 MR. WAGGONER: We should wait on this.

8 CHAIRMAN FULLMER: All right. We will hold that then.
9 Portland.

10 MR. ALEXANDER: Yes. We have two hundred drivers there
11 with a hundred and twenty-eight over sixteen years. And by
12 running through from Medford to Seattle-- Those are runs
13 presently operated by Portland men on divisions and also sleeper
14 men out of Portland, Oregon. So it is going to affect us quite
15 a bit.

16 We have two bids now to Medford per night. Will those be
17 protected?

18 MR. DICKMAN: Yes.

19 MR. ALEXANDER: Our Seattle business will be protected
20 as at present? The bids.

21 MR. DICKMAN: Yes.

22 MR. ALEXANDER: OK. Now we would like to bring up the
23 little thought of system seniority, which has been enjoyed in
24 four states.

25 MR. DICKMAN: Oh oh! Here it comes!

26 MR. ALEXANDER: And as long as these runs in Medford and

1 Seattle are coming open for bid, our people in Portland, Oregon
2 wish to bid on them.

3 There have been two votes in the Western Conference in the
4 last seven years--Oregon, Washington, Idaho and Montana. We
5 have had two votes in the last seven years. And the drivers
6 still wish to maintain the system seniority. And it has been
7 sanctioned or (I should say) the votes have been counted through
8 the Western Conference. Not necessarily sanctioned.

9 So we want to know if our people will be allowed to bid on
10 those runs in the Medford and Seattle area.

11 MR. STANHOPE: You have super seniority in four states?

12 CHAIRMAN FULLMER: System seniority.

13 MR. ALEXANDER: System seniority.

14 MR. KING: The same difference.

15 MR. STANHOPE: Montana, Idaho, Oregon and Washington.

16 MR. KING: Right.

17 MR. STANHOPE: You are going to establish two new runs added
18 to Medford.

19 MR. KING: Right.

20 MR. STANHOPE: Both coming and going in Oregon.

21 MR. KING: Right.

22 MR. STANHOPE: There isn't any way you can get this.

23 Boy! No way. There ain't no way!

24 MR. RAMPY: Mr. Chairman.

25 CHAIRMAN FULLMER: Let's hold it.

26 What are you doing in here, Mr. Rampy!

1 MR. RAMPY: I was just waiting for Portland to make their
2 statement!

3 [Laughter.]

4 MR. KING: Rampy once again has Montana seniority in
5 there!

6 CHAIRMAN FULLMER: Jack, you have still got the floor.
7 Will you proceed.

8 MR. ALEXANDER: All right. Of course, I do want system
9 seniority recognized by the Panel, if we may.

10 Also down here the company says: "Loads in excess of two
11 per dispatch day may be moved by either additional relays or
12 sleepers. The Company is not obligated to run the two protected
13 runs prior to running sleepers."

14 Three months ago there was a change of operations granted
15 a company by the name of ONC to run through from Seattle to
16 Medford. There was no limit on the number of schedules that
17 could run.

18 At the Change of Operations they asked me if all our men
19 in Portland could work, and we wouldn't have to redomicile any
20 people.

21 I said: "It depends on how many schedules they operate
22 from Seattle to Medford."

23 Of course, the company said they only thought they would
24 run two or three.

25 Today they are running as high as seven or eight. So
26 therefore, it affects twice as many men in Portland, Oregon.

1 I have no recourse now to come back and ask you to relocate
2 some of the men into Seattle and the Medford area.

3 I will say one thing: If this Committee does take into
4 consideration our system seniority, then that problem will
5 probably be alleviated.

6 MR. STANHOPE: Well, if you are going to exercise your
7 system seniority you are going to have to offer it in the four
8 states.

9 MR. ALEXANDER: That's true. But we have the bulk of
10 them--a hundred and twenty-eight with sixteen years and over.

11 MR. STANHOPE: Have you got the oldest?

12 MR. ALEXANDER: I have got them.

13 MR. WAGGONER: How about Montana?

14 MR. ALEXANDER: Seattle has got some and Portland has got
15 some.

16 But this is one of the problems that the Northwest wishes
17 you to recognize. Because we do have older men in Seattle,
18 Spokane, and Portland. And we did want to bring that up.

19 That is all I have right now on this particular case.

20 MR. KING: Don't you think that's enough, Jack?!

21 CHAIRMAN FULLMER: All right. Seattle.

22 MR. YOUNGBLOOD: Mr. Chairman, Youngblood.

23 On this change I see they are going to run via Tacoma.

24 We have maintained jurisdiction on pickup and delivery
25 where line drivers, both sleeper and division drivers have
26 moved freight between the two towns. And we don't expect this

1 to be taken away from us.

2 We have no objection to a drop of a full load in Tacoma
3 on the way northbound to Seattle. But I would like for the
4 company to say if they expect to move freight between Seattle
5 and Tacoma that is presently being moved by local men.

6 MR. DICKMAN: If I remember correctly, the current decision
7 in that controversy up there stated that one box of a set of
8 doubles could be picked and dropped between the cities.

9 We will abide by whatever decisions have come out in the
10 Joint Western.

11 MR. YOUNGBLOOD: Mr. Chairman, if I may, I want to take
12 exception to that. That was northbound from Portland to Bell-
13 ingham. But that decision wasn't made on the particular case
14 we had involving pickup and delivery men between Seattle and
15 Tacoma. And I state for the record that we don't expect these
16 men to go ahead and do the local work between Seattle and
17 Tacoma.

18 CHAIRMAN FULLMER: OK. I think we have your point.
19 Are there any questions of Mr. Youngblood?

20 [No response.]

21 CHAIRMAN FULLMER: Do you have something further?

22 MR. YOUNGBLOOD: I have something further.

23 We have some bids to Portland. Will those be protected?

24 MR. DICKMAN: All your present operation will be the same
25 as it has been. I am not upsetting any of the operations you
26 now have.

1 MR. YOUNGBLOOD: This is all I have, Mr. Chairman.

2 MR. DICKMAN: Except the two-man sleepers.

3 MR. YOUNGBLOOD: Oh. Well, just a moment.

4 MR. TRIMBLE: Mr. Chairman, this system seniority bit that
5 Local 81 brings up: For the past several years they have had
6 job openings in Portland. And none of those job openings were
7 brought in and offered system senioritywise. I think it's a lit-
8 tle bit late in the game to be opening up this system seniority
9 hassle again.

10 If they are going to go, then they should have started it
11 eight or ten years ago.

12 MR. STANHOPE: Are you saying they don't have system
13 seniority in the four states?

14 MR. TRIMBLE: They have got the system seniority, but--
15 and the company I think will verify this--they haven't recognized
16 it.

17 However, Stan, as far as the bids: Everything that they
18 have now is bid assigned. They don't tack it up on the wall
19 like they did here several years ago.

20 MR. DICKMAN: For the information of the Committee, the
21 last time that system seniority was exercised on a bid basis
22 was on January 6th 1963.

23 MR. STANHOPE: What was it?

24 MR. DICKMAN: I think a man moved from somewhere in Montana
25 to Washington.

26 MR. STANHOPE: Whereabouts in Washington?

1 MR. DICKMAN: Seattle.

2 MR. STANHOPE: Seattle.

3 MR. DICKMAN: That was the last one that has been put up
4 for bid systemwide.

5 MR. STANHOPE: Have you had any changes since then?

6 MR. DICKMAN: Many many changes.

7 MR. STANHOPE: Where there were people being added to a
8 particular domicile?

9 MR. DICKMAN: Yes. Brought in to a domicile as a result
10 of a change of operation.

11 And what has happened in most of those: They have either
12 given the man his full seniority when he comes in as an individ-
13 ual moving with the work or, in Portland's case for instance,
14 they have a local practice that if they bring a man in as a
15 result of a change he goes to the bottom of the board for ninety
16 days and then takes seniority after that.

17 MR. STANHOPE: What I am asking is: Where you have estab-
18 lished more bid runs in a particular town in the four-state
19 area, has anybody made it known he wanted it and you didn't
20 offer him a chance to go in accordance with his seniority?

21 MR. DICKMAN: Well, this is the case here. We are adding
22 two jobs in Medford.

23 MR. STANHOPE: Let's get back to Seattle.

24 Seattle contends that Portland has had jobs put up that
25 weren't offered to Seattle or somebody else.

26 MR. TRIMBLE: Jobs filled, now. Not put up, posted as a

1 firm bid as such.

2 MR. STANHOPE: I understand. But have there been any change
3 of operations that established ten more runs in Portland that
4 they didn't give the rest of the people in that area a chance
5 to go to Portland?

6 MR. TRIMBLE: Yes.

7 MR. ALEXANDER: In 1962 we bid the last runs that were put
8 up. And in 1964 up in La Grande, Oregon there were runs put
9 up for bid up there. That was the last system seniority. But
10 we haven't bid any runs since that time.

11 MR. STANHOPE: That is what I am asking.

12 MR. DICKMAN: There have been vacancies that have occurred.

13 MR. STANHOPE: I am not talking about vacancies.

14 MR. DICKMAN: Well in this system seniority, Stan, the
15 vacancies were part of it.

16 Am I right?

17 MR. ALEXANDER: Unfortunately.

18 MR. STANHOPE: Well, they do everything but bump somebody,
19 as I understand it.

20 MR. ALEXANDER: But there have been vacancies that have
21 occurred that have not been posted for bid.

22 MR. STANHOPE: Has anybody asked for it and didn't get it?

23 MR. RAMPY: Yes. The drivers in Montana have asked since
24 1962. They made a request under the old four-state system sen-
25 iority that they wanted to move through to their operations in
26 Portland. And they have been denied it every time that they have

1 asked for it.

2 MR. STANHOPE: Who denied it?

3 MR. RAMPY: Portland. CF.

4 MR. ALEXANDER: Not the union.

5 MR. RAMPY: The operations department in Portland, Oregon.

6 MR. DICKMAN: I think there is even one case in the JWC
7 records involving one of your men that wanted to go to Spokane,
8 wasn't it? Where the JWC denied him the move.

9 MR. RAMPY: We have seven people left in Montana. The young-
10 est man has got twenty-four years of seniority. So you can see
11 where a lot of your senior people are. They dried them up.

12 MR. KING: They wanted to move.

13 MR. STANHOPE: What was the case involving Spokane?

14 MR. RAMPY: It was a change.

15 MR. DICKMAN: No. It wasn't a change.

16 It was an opening. Wasn't it?

17 MR. RAMPY: It was an opening.

18 MR. DICKMAN: And a man from Montana wanted to move into
19 Spokane. It was in '64, it runs in my mind. It came before the
20 JWC.

21 I know you remember, Bob. You can tell us what it was.

22 MR. RAMPY: That's right.

23 MR. JOHNSON: I am speaking for Local 690. I have got five
24 men. Three of them are thirty-year men, and the rest of them
25 are better than twenty or twenty-five.

26 We have asked you time and time again to get these men out

1 where you needed men--to Portland, to anywhere--like the rest of
2 us in the four states here. And you have slammed the door. And
3 I have it on record where you don't recognize the four-state
4 seniority.

5 Now to begin with, I want to know where in the hell the
6 national seniority went, before we went into the four-state
7 seniority.

8 MR. DICKMAN: Well, you are before my time.

9 MR. JOHNSON: Oh sure! Everything is before your time!

10 MR. DICKMAN: Now what we have done in the West--and we
11 have done this for at least four years--any time we lay a driver
12 off in the West we have a master laid-off road drivers seniority
13 list. And whenever an opening occurs and we need a man, we
14 offer that guy a chance to go there.

15 MR. STANHOPE: This is the four states?

16 MR. DICKMAN: No. In the whole West. We offer him a chance
17 to go there, take it if he wants to. We make the one offer only.
18 And we have done that with anybody that we have put on layoff
19 during that time.

20 MR. STANHOPE: I want to find out about the four states.

21 You do have the four-state system seniority. Don't you?

22 MR. JOHNSON: We took it a year ago, Stan. We took it a
23 year ago in Burlingame. And Verne Milton and Ernie Hinchler
24 voted and we voted to maintain the four-state seniority.

25 MR. STANHOPE: Well Verne, do they have it?

26 MR. MILTON: Let me tell you what you are doing.

1 This thing goes on a long way.

2 MR. STANHOPE: Let's get off the record.

3 CHAIRMAN FULLMER: Off the record.

4 [Remarks outside the record.]

5 CHAIRMAN FULLMER: Back on the record.

6 Mr. Shepherd.

7 MR. SHEPHERD: We are asking this Committee, as this thing
8 was filed, to deny it. But in the case the Committee approves
9 it, the company has not spelled out that in the running from
10 Los Angeles to Seattle we have the right for people to go to
11 Sacramento or to Salt Lake City where our work is being replaced.
12 So we want to make that request if it is approved.

13 CHAIRMAN FULLMER: It is my understanding, Gene, that the
14 company has a summary after we go into detail on all of these
15 segments that will dwell on that.

16 Am I correct in that?

17 MR. DICKMAN: Yes.

18 MR. SHEPHERD: It is nice to know the facts after the
19 horse is out of the barn!

20 CHAIRMAN FULLMER: We have a request from the Panel members
21 for an executive session.

22 Will you clear the room, gentlemen. And leave the door
23 open for a few minutes.

24 MR. STANHOPE: Wait outside, fellows.

25 [Executive session.]

26 MR. MELTON: I move that the company's request to withdraw

1 without prejudice all portions of this change except the
2 Wichita sleeper operation be approved. The Wichita sleeper
3 portion is approved on a trial basis provided that it is limited
4 to the present number of Wichita-based sleepers. And this
5 Multi-Conference Committee or a similar Multi-Conference Commit-
6 tee shall retain jurisdiction until the February 1970 session
7 of the JWAC, at which time the matter shall again be reviewed.

8 MR. STANHOPE: Second.

9 CHAIRMAN FULLMER: Is there a second to the motion?

10 MR. KING: I second the motion.

11 CHAIRMAN FULLMER: All in favor say "Aye."

12 Opposed?

13 The motion is carried.

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MR. ROY NUNES

BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--oOo--

PROCEEDINGS
of the
SPECIAL JC#7 COMMITTEE

INTERNATIONAL INN
SOUTH SAN FRANCISCO, CALIFORNIA

NOVEMBER 4 1969

E. D. CONKLIN
Certified Shorthand Reporter
110 BUTTER STREET
SAN FRANCISCO 4
GARFIELD 1-3984



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I N D E X

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BEFORE
JOINT WESTERN AREA COMMITTEE
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

--o0o--

P R O C E E D I N G S
of the
SPECIAL JC#7 COMMITTEE

INTERNATIONAL INN
SOUTH SAN FRANCISCO, CALIFORNIA
NOVEMBER 4 1969

CASE #8-9-4810

NOVEMBER 4 1969

9:46 A.M.

RINGSBY TRUCK LINES, and

LOCAL 287, San Jose, California California.

SPECIAL JC#7 COMMITTEE

UNION COMMITTEE:

EMPLOYER COMMITTEE:

ROY WILLIAMS, Chairman
GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

APPEARANCES:

MAX REED and JAMES EGAN appeared on behalf of the Employer.

PETER CANCELLA appeared on behalf of Local 287.

- - -

CHAIRMAN WILLIAMS: Case #8-9-4810. Case #8-9-4810
involving Local 287 and Ringsby Truck Lines, Inc. Proceed.

MR. CANCELLA: On April 22nd, Herb Scribner was working
on the dock and he was told to go home approximately 5:00
o'clock and there was a junior man there and the junior man
continued to work and he worked until 8:30.

The junior man hadn't signed the overtime list. Herb
Scribner had signed the overtime list. I feel that this man
should have worked and that the junior man should have been
sent home rather than the senior man.

CHAIRMAN WILLIAMS: Was the junior man on straight time?

MR. CANCELLA: No.

CHAIRMAN WILLIAMS: Were they both at the dock?

MR. CANCELLA: Yes.

1 MR. SLAYBAUGH: Did the senior man put in his full eight
2 hours?

3 MR. CANCELLA: Yes.

4 CHAIRMAN WILLIAMS: So it would have been overtime
5 regardless?

6 MR. CANCELLA: Yes.

7 MR. KIRBY: Was the senior man involved in a job assign-
8 ment? When he was sent home did he complete his job assignment?

9 MR. CANCELLA: His dock duties.

10 MR. KIRBY: They were completed?

11 MR. CANCELLA: As far as the Company saw it, they thought
12 that there was no more work but there was work because the
13 junior man was loading outbound freight.

14 MR. KIRBY: The junior man was in an assignment and the
15 senior man was not.

16 MR. CANCELLA: Well, it all depends on what you call an
17 assignment.

18 MR. REED: With all due respect to Mr. CancellA, he is
19 a little mixed up here. These times are in hundredths of an
20 hour. At about 1690 there were three men on the dock.

21 MR. SLAYBAUGH: What time is 1690?

22 MR. REED: It would be 4:54. I can convert these, if
23 you prefer.

24 MR. KIRBY: I think you should.

25 MR. REED: At about 4:54 there were three men on the
26 dock that were assigned to strip about 50 cases from the rear

1 of a trailer that had just made heavy duty pickups and backed
2 into the dock.

3 We have one night man that goes on the clock at 5:00 P.M.
4 for dock duty, hostling duties and so forth. He is just the
5 only man there during the night.

6 He was engaged in loading freight into an interline
7 carriers trailer. That is, he started at 5.

8 At 5:10, the foreman went out on the dock and saw that
9 the three day men were standing idle on the dock chatting and
10 the night man was just finishing with the interline freight to
11 Garden City Transportation Company.

12 There were two outbound trailers partially loaded back
13 to the dock and there were four more that had to be put into the
14 dock by the night hostler.

15 There was no immediate work to be performed at that time
16 with the exception of the night hostler's job of putting the
17 trailers to the dock.

18 With no work ready to be done, the supervisor told the
19 three men to punch the clock and go home. There were no route
20 trucks yet into the dock at that time.

21 The Grievant voiced some protest at being sent home
22 because he had signed the overtime list. However, since there
23 was no work to be done, he was sent home and he punched out on
24 the clock at 5:17.

25 At 5:19 the first pickup truck came in off the streets
26 and he punched in at 5:19, just two minutes later. He had not

1 signed the overtime list. So he was allowed to process his bills,
2 turn in his cash receipts, stamp his bill of ladings and sign
3 them and then he was sent home.

4 The next unit off the street came in at 5:24. He
5 processed his bills and inasmuch as he had not signed the over-
6 time list and there was no work to be done, he was sent home.

7 The next unit came in at 5:30. He processed his bills
8 and had not signed the list and went home.

9 The next unit came in at 5:37, processed his bills and
10 went home. No, wait a minute, processed his bills. He had not
11 signed the list.

12 The next one came in at 5:44 and the next one came in at
13 5:50.

14 By 5:50 the outbound trailers were at the dock and all
15 hands present at that time began breaking out the bobtails and
16 loading the outbound schedules.

17 MR. SLAYBAUGH: A number of men had been sent home who
18 had been present at that time. Who was present besides this
19 one guy?

20 MR. REED: The last four units were ones that had come
21 in at 5:55. That is the man in question, came in at 5:55 and
22 then the two bobtails that came in thereafter.

23 Otherwise there were five bobtails that came in.

24 MR. SLAYBAUGH: So the men that came in at 5:19, 5:24,
25 5:30, each of those men went home?

26 MR. REED: Yes.

1 MR. SLAYBAUGH: And none of those signed the overtime
2 list?

3 MR. REED: Yes.

4 MR. SLAYBAUGH: The next guy came in at 5:50 and he
5 stayed?

6 MR. REED: Yes.

7 MR. SLAYBAUGH: Some came in after that, right?

8 MR. REED: The three that stayed after that one came in
9 at 5:37. I was converting that.

10 MR. SLAYBAUGH: According to your statement, the guy
11 that came in at 5:37 was still there. Is that right?

12 MR. REED: He stayed.

13 MR. SLAYBAUGH: The 5:44 man stayed?

14 MR. REED: Yes.

15 MR. SLAYBAUGH: The guy that went home was the guy that
16 came in at 5:19 and also the men that came in at 5:24 and 5:30?

17 MR. REED: Yes.

18 MR. SLAYBAUGH: All three of those men punched out and
19 went home. None of those had signed the overtime list. Is that
20 right?

21 MR. REED: Yes.

22 MR. SLAYBAUGH: The units that arrived at 5:37, 5:44 and
23 5:50 had not signed the overtime list, but they remained?

24 MR. REED: The last two had signed the overtime list.

25 MR. SLAYBAUGH: I am sorry. 5:44 and 5:50 units signed
26 the overtime list and the man that came in at 5:37 also was

1 still there?

2 MR. REED: The 5:37 man, he had not signed it, but it
3 takes him about 15 minutes to process his bills thereafter.

4 MR. SLAYBAUGH: So he was still there?

5 MR. REED: He would be available then at 5:48.

6 MR. SLAYBAUGH: Just to digress to get this clear.

7 The guy that came in at 5:37, Pete, is the one that you
8 are talking about that had not signed the overtime list but
9 was junior to the guy that went home at 5:37?

10 MR. CANCELLA: Yes, but the thing is, they have the men,
11 the night hostler loading the freight into the trailer when
12 there were trailers and bobtails to be spotted at the dock that
13 could have been done--

14 MR. SLAYBAUGH: I didn't mean to go into that. Let him
15 go ahead and finish.

16 MR. REED: In view of what Pete brought up, this man was
17 loading freight into an interline carrier on straight time. He
18 didn't go to work until 5:00 o'clock. He was loading on straight
19 time while the three that were sent home would have been on
20 overtime.

21 They started completing this work and we had one unit
22 that had been out picking up a car, an automobile in the trailer.
23 When it was brought back to the dock, all hands that were there
24 mutually agreed that that man that hadn't signed the overtime
25 list was the best carpenter we had. They agreed to allow him
26 to block this car in the trailer and he completed his work at

1 8:30 in the evening and went home.

2 My contention is that if there is not work to be done,
3 we should not have to hold a man on overtime until the work
4 becomes available by units coming in off the street.

5 MR. KING: Let me ask you a question. Your trucks are
6 radio dispatched?

7 MR. REED: Yes.

8 MR. KING: Wouldn't you know from your dispatcher and
9 by your times at four minute intervals the trucks that were
10 coming into that terminal?

11 MR. REED: Yes. Had they reported. They tell us when
12 they come.

13 MR. KING: Are you telling me the route trucks don't get
14 a clearance from your dispatcher?

15 MR. REED: Yes. However, this is 45 minutes away from
16 the dock under normal circumstances because of traffic.

17 I might add, just the fact that the unit came in does
18 not mean that the work was ready to be done because the freight
19 that was to be loaded in was not yet at the dock.

20 CHAIRMAN WILLIAMS: The argument is that if this hostler
21 would have went to work when he came in there at 5:00 o'clock
22 and hostled these trucks into the dock that was setting out
23 there waiting there, there would have been enough work for the
24 men that signed the overtime list? Instead of you putting him
25 hostling, you put him in loading freight into the interline
26 truck. Right?

1 MR. CANCELLA: His primary job is hostling. When there
2 is no more hostling, we don't object to the guy working on the
3 dock.

4 MR. SLAYBAUGH: Did this regular hostler get all his
5 hostling work done that night?

6 MR. CANCELLA: I don't know.

7 MR. REED: Yes. He completed his job.

8 MR. SLAYBAUGH: Did he have to put another hostler on?

9 MR. REED: No, sir. He was the only man that worked on
10 straight time that night.

11 MR. KIRBY: Is he the only man that performed hostling
12 that night?

13 MR. CANCELLA: Well, the day hostler is there every night
14 until 8 or 9:00 o'clock.

15 MR. REED: I have here at that time that Frank Seer was
16 still out there and what he was doing, I don't know but he
17 hadn't come in as yet.

18 Two men were ramping the car and Frank Seer was still
19 out there.

20 I would say that no one else hostled that night.

21 MR. SLAYBAUGH: How much hostling work would you normally
22 have at night? How many trucks do you have?

23 MR. REED: We normally have two or three sets that have
24 to be made up after the loading is completed.

25 If the outbound trailers are not brought in by heavy duty
26 drivers and backed into the dock or they might be sitting, some

1 sitting in the yard that had been loaded earlier in the morning,
2 partially loaded, the hostler would put those in.

3 MR. SLAYBAUGH: The hostler must be spending each night
4 half the time loading. Is that right?

5 MR. REED: Yes. The hostling time would be charged up
6 to him about three hours a night.

7 CHAIRMAN WILLIAMS: Anything else?

8 MR. CANCELLA: The only thing I would like to say is that
9 they utilize the day hostler every day to hostle out there
10 until 8 or 9:00 o'clock without meals.

11 You can check this guy's time card, day in and day out.
12 He is the highest paid man down there.

13 MR. KIRBY: Who is the day hostler?

14 MR. CANCELLA: Frank Seer.

15 MR. REED: But he is a hostler?

16 MR. CANCELLA: Yes. He is a hostler.

17 MR. REED: Otherwise you would say his is assisting every
18 night the night hostler?

19 MR. CANCELLA: Yes. He hostles out there every night.

20 MR. REED: What does that have to do with the heavy duty
21 hostler?

22 MR. CANCELLA: Your day hostler is doing night hostling
23 work.

24 CHAIRMAN WILLIAMS: Executive session.

25 [Executive session.]

26 CHAIRMAN WILLIAMS: The motion is that based upon the

1 facts presented in this particular case that the claim of the
2 Union be upheld.

3 MR. KING: I second it.

4 CHAIRMAN WILLIAMS: All those in favor of the motion
5 signify by saying "aye". Those opposed?

6 The motion is carried.

7 [Whereupon the parties returned to the hearing room and
8 the motion was read by Chairman Williams.]

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1 CASE #8-9-4807 NOVEMBER 4 1969 10:17 A.M.
2 CALIFORNIA MOTOR EXPRESS, and
3 LOCAL 287, San Jose, California

4
5 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 PHILLIP RINEARSON appeared on behalf of the Employer.
11 PETER CANCELLA appeared on behalf of Local 287.

12 - - -

13 CHAIRMAN WILLIAMS: Now, the next case is Case #8-9-4807,
14 Local 287 and California Motor Express. Proceed.

15 MR. CANCELLA: Well, this claim was put in because we
16 had a senior man on the dock who was not given a set of doubles
17 to take that morning. They sent a junior man out for him.

18 MR. SLAYBAUGH: Which one are we talking about now?

19 MR. CANCELLA: 4807.

20 MR. SLAYBAUGH: What does that have to do with a junior
21 man?

22 MR. CANCELLA: In other words, a senior man was scheduled
23 to take out this load approximately at 6:00 A.M. He called in
24 sick. Then they sent a junior man out--

25 MR. SLAYBAUGH: Are you talking about 4930? You are not
26 talking about the right case.

1 CHAIRMAN WILLIAMS: The one I have here states as
2 follows:

3 "Jurisdiction - To determine which companies
4 employees performing loading and unloading work.
5 Union requesting 'this practice be stopped.'"

6 MR. CANCELLA: This is the one that you people said you
7 were going to retain for the Committee. I just asked that
8 question and they said "Yes".

9 CHAIRMAN WILLIAMS: Let's go off the record.

10 [Discussion off the record.]

11 CHAIRMAN WILLIAMS: Back on the record.

12 Case #8-9-4807 has been withdrawn.

13 [Whereupon, the above-entitled case was withdrawn.]

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CASE #11-9-4930

NOVEMBER 4 1969

10:19 A.M.

CALIFORNIA MOTOR EXPRESS, and
LOCAL 287, San Jose, California

SPECIAL JC#7 COMMITTEE

UNION COMMITTEE:

ROY WILLIAMS, Chairman
GEORGE KING

EMPLOYER COMMITTEE:

DON M. SLAYBAUGH
GORDON KIRBY

APPEARANCES:

PHILLIP RINEARSON, appeared on behalf of the Employer.

PETER CANCELLA appeared on behalf of Local 287.

- - -

CHAIRMAN WILLIAMS: We are now taking Case #11-9-4930,
Local 287 and California Motor Express.

It reads as follows:

"Union claims that Burke, a P.D. man is a senior man.
man. On this particular day, the doubles' driver
called in sick. At 8:00 A.M. two loads were ready
to dispatch, one double and one semi. The Company
dispatched Burke on the semi at 8:30 A.M. and
the junior driver was dispatched on the set of
doubles at 9:30 A.M. Union claims that Burke
was the senior man, and if both loads were ready
to go at the same time, that Burke being the
senior man, should be entitled to the higher
paying trip or load, and should be compensated

1 by receiving the extra \$1.00 for the day which
2 the doubles assignment would have paid plus any
3 difference in overtime that day.

4 "Company says the semi load with which they
5 dispatched Burke had a higher priority than the
6 set of doubles load. In fact, the set of doubles
7 wasn't supposed to go until quite a bit later,
8 but the Consignee called and wanted it at
9 9:30 A.M. The Company did admit that both
10 schedules were ready to go at the same time,
11 but they had not planned on dispatching the
12 doubles set when Burke was dispatched with the
13 semi load."

14 That seems like the case.

15 MR. CANCELLA: Except that Jiminez was to have gone out
16 at either 6:30 or 7:00 o'clock with that load. But being that
17 he became sick and called in sick, they held that load back and
18 then they ran out the senior man with the singles and ran the
19 junior man out with the very same set that was supposed to have
20 gone out early.

21 MR. KING: What he is saying is that the Company's state-
22 ment is not true. If it was true, he wouldn't file a claim.

23 Mr. Jiminez was supposed to take the load at 6:30 and
24 he didn't show up and therefore he says that the senior guy
25 was entitled to take the position.

26 MR. RINEARSON: What Pete says is a little more accurate

1 than what is here. I don't recall about the doubles set was not
2 supposed to go later. It was originally set up for the senior
3 man, as Pete said, and the senior man called in ill. At 8:00
4 o'clock it was set up.

5 MR. SLAYBAUGH: Set for 8:00 o'clock and the senior man
6 called in and said he was ill?

7 MR. RINEARSON: Yes.

8 MR. SLAYBAUGH: So you delayed the doubles?

9 MR. RINEARSON: We had both dispatches ready to go at
10 about the same time. The man called in sick on the doubles. We
11 had elected and felt that Burke's load had more priority than
12 the doubles. The doubles did leave after Burke left about a
13 half hour or an hour.

14 The main thing that I am getting at in this particular
15 case is that we do afford the senior man the opportunity to get
16 the higher pay scale by bidding the terminal. We have a bid and
17 we bid these pay scales.

18 This is the way we try to afford these senior men the
19 doubles. They bid the doubles and this was done in 1966.

20 MR. CANCELLA: And the whole barn was reassigned too and
21 Bill Burke who was a doubles man got knocked back to a heavy
22 duty driver.

23 MR. KIRBY: He didn't have the whiskers to hold a
24 permanent wage classification?

25 MR. CANCELLA: Yes. John Faria is number one man out and
26 Bill Burke is number two on doubles.

1 MR. KIRBY: Are you saying, Pete, that if there are
2 more doubles men on the permanent classification on a given
3 day, there should be a morning shakeup as to the morning
4 dispatch?

5 MR. CANCELLA: Yes.

6 CHAIRMAN WILLIAMS: Off the record.

7 [Discussion off the record.]

8 CHAIRMAN WILLIAMS: Back on the record.

9 Everybody out but the panel.

10 [Executive session.]

11 MR. KING: I want to make a motion that if the Union
12 can prove that the Company is paid this type of claim based on
13 their method of dispatch and agreement with the Union, that
14 the claim of the Union is upheld.

15 CHAIRMAN WILLIAMS: Off the record.

16 [Discussion off the record.]

17 CHAIRMAN WILLIAMS: Back on the record. This case will
18 be postponed and hold jurisdiction.

19 [Whereupon, the above-entitled case was postponed and
20 jurisdiction held.]

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1 CASE #8-9-4804

NOVEMBER 4 1969

11:20 A.M.

2 PACIFIC MOTOR TRUCKING, and

3 LOCAL 70, Oakland, California

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE

7 ROY WILLIAMS, Chairman
8 GEORGE KINGDON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 WILLIAM O. HILLEBRAND, appeared on behalf of the Employer.

11 CHARLES MACK appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: For the record, this will be Case
14 #8-9-4804.

15 MR. MACK: Chuck Mack, M-a-c-k, for the Union.

16 CHAIRMAN WILLIAMS: Off the record.

17 [Discussion off the record.]

18 CHAIRMAN WILLIAMS: Back on the record. Proceed.

19 MR. KIRBY: As a way of background on this case, this
20 is the one we heard three months ago and sent back to the parties
21 and they were to examine the records from the King-Fox Committee.

22 MR. KING: Not the King-Fox, the Hoffa-Bridge Committee.

23 MR. KIRBY: Hoffa-Bridge Committee, that presumably
24 solved this issue way back when. That's where we are now.25 MR. KING: We have got all the decisions on the King-Fox
26 Committee.

1 MR. MACK: I would like to make an opening statement.

2
3 OPENING STATEMENT ON BEHALF OF THE UNION

4 The case was originally heard in August and Lou Riga
5 was presenting it then and he was the agent for the terminal.

6 The Panel ruled at that time that there was a previous
7 or prior decision that was heard on this case and wanted us to
8 research the records.

9 Now, I don't know if the prior decision would have come
10 from the Hoffa-Bridge or the King-Fox Panel or a Joint Western
11 Area Committee decision.

12 Local 70 has gone back through the records. We returned
13 a number of cases PMT has had that have been similar and made
14 varying decisions on those cases.

15 The particular case that we referred to in our August
16 meeting was a case that was heard in September 1964 and it was
17 heard by the Joint Council 7 Grievance Panel rather than the
18 Hoffa-Bridge Panel.

19 At this particular time, however, or right after the
20 hearing in this case before the Hoffa-Bridge Panel was instituted
21 and this grievance procedure was put into effect with PMT.

22 The decision came out of the Joint Council 7 Labor
23 Management Committee on September 3rd 1964. If the Company I
24 think are taking the position that the prior decision should
25 prevail, and if that be the case, we are willing to accept that
26 prior meeting decision. That was a deadlock.

1 The facts are these, and there was a case and I have the
2 minutes here.

3 "JC 7 Labor-Management Committee Minutes of 9/3/64."

4 "LD 1401 (Local 70 vs. P.M.T.) Union claims that Company
5 bid 7 a.m. starts at G.S.A. two years ago and that in the last
6 week of May, the Company arbitrarily changed these starts to
7 7:30 a.m. Company claims that the bid was posted, noting the
8 time as information to those bidding work at this location, not
9 as a guaranteed starting time.

10 Company notes that the two year duration of 7 a.m. starts
11 would not constitute a past practice as determined in Article 32,
12 and that any agreement between the Company and the Employees in
13 variance to the agreement would be null and void in accordance
14 with Article 18 (1). Motion dead-locked that the Union's claim
15 be upheld."

16 The Union is protesting the case of the Company in fact
17 changing the starts from 7:30 to 7 a.m. without any notification.

18 This case exists. If further decision was rendered, we
19 don't know.

20 MR. HILLEBRAND: Is this on the G.S.A. case?

21 MR. MACK: No. I am talking about a separate case. This
22 case was heard in 1964 and was a case we were hearing too.

23 The case was heard and the motion was dead-locked. The
24 people that were involved in this dead-lock got paid the money.

25 MR. SLAYBAUGH: You've got some proof of that?

26 MR. MACK: Yes. The Company has got the proof. We had

1 the check stub before and Lou, I think, misplaced the check stub.

2 I have the former employees of PMT and everyone without
3 a doubt can testify to the fact that the money has been paid
4 before. You can't pay it one time and then come back later and
5 say you are not going to pay it. This is part of the problem
6 we are facing here with this case. However, this was the case
7 we were referring to.

8 One other item I think that is of interest here is
9 referring to a case that was held approximately a year later and
10 this is a case that was before John Bridge and Jim Hoffa and I
11 am going to read this.

12 CHAIRMAN WILLIAMS: Why don't you read it and then give
13 the reporter a copy of it?

14 MR. MACK: Very well. This is on the stationary of
15 Motor Carrier Labor Advisory Council. It states as follows:

16 "Case #1 - I herewith submit a copy of L.U. #70 Grievance
17 dated August 11th 1965, addressed to Paul Fox. The Company's
18 position in this matter is as follows: This grievance filing
19 complains that the Company refused to bid three positions that
20 GSA left open because of the "nature of the bid", the former
21 holders of which vacated for other openings to which their
22 seniority would entitle them. These bids were early start bids
23 which had been in effect for a period of several years. As the
24 holders of these bids vacated to other openings, these positions
25 were left vacant as there was no need for the Company to have
26 men start early at this location any longer.

1 The Company maintains--and I think these arguments are of
2 importance. The Company maintains that early starts are premium
3 positions offered to the highest seniority individuals under
4 Article 53, Section 6, which they may accept or reject, as they
5 wish. Inasmuch as the Company may not require an individual to
6 work an early start without his consent, the Company maintains
7 that it cannot be required to work an employee at an early start.
8 The Union maintains that once an early start is posted, in effect
9 it must be continued forever. As these bids create conditions
10 over and above the contract, then they are personalized to the
11 individual and the Company must maintain that they die when
12 the individual leaves the position. In this case, the require-
13 ment of the consignee for men to be available at its location
14 at the early hour was discontinued and as each individual who
15 had bid this early start left this assignment by preference for
16 other assignments, the personalized bid expired and was not
17 reinstituted with new employees sent to this location."

18 Now, in essence, the Union's position in this case was
19 that the Company had to maintain those bid at 7:00 o'clock for
20 anybody and for henchforth.

21 Well, the grievance panel ruled the opposite. They don't
22 have to. We are willing to accept that. Slow down in business
23 or a change in business would change the needs possibly of the
24 Company and they could abolish that. If there wasn't work any
25 more, it wouldn't make sense to have people sit around from
26 7:00 o'clock to 8:00 o'clock. However, the Company points out

1 very clearly that these were personalized bids and applied to
2 the men who had bid those jobs before and that these men would
3 be continued and were continued or until they bid off.

4 I bring this case up just to show some of the reasoning
5 the Company used when they presented this case prior. Its
6 reasoning is that they are now abandoning that. They are
7 arguing in a case that we have here that they have a right not
8 only to abandon the early start which we agree with but they
9 argue here that they don't have to rebid these jobs.

10 In this particular case, the last one I read, the
11 Company was instructed to rebid the start at 8:00 o'clock.

12 Our argument in the case held in August was that the
13 Company should have rebid those jobs in accordance with this
14 prior decision at 8 a.m. in the morning, but by taking the
15 arbitrary action of changing the starts from 7:00 o'clock to
16 8:00 o'clock, they in essence have violated prior decisions and
17 in fact their own reasoning of changing the start time and the
18 status of these men.

19 We think it is improper and they are obligated to the
20 men who were removed from these bids and owe them the overtime
21 from the period that they did it until the present time.

22 Now, we brought the various cases to the Company's
23 attention. We brought up this case in 1964 and they were aware
24 of it. As to what the final determination in the '64 case was
25 after it deadlocked in the Joint Council 7 level, we don't
26 know.

1 If it went any higher to Hoffa-Bridge, say, there aren't
2 records of it. We can't find it.

3 I walked into the International Inn in D. C., the
4 Western Conference, and I talked to Mr. Bridge and the Company
5 and we couldn't find any.

6 In light of that, I think we have to determine here
7 that this was the actual decision that was sent out, and the
8 Company paid the claim to these employees, and by virtue of the
9 fact that they paid the claim, we say here that they again owe
10 the claim and they are obligated to pay the men.

11 MR. SLAYBAUGH: You have no idea what the outcome of
12 that deadlock was?

13 MR. MACK: The only thing we know for sure is that they
14 paid the money.

15 MR. SLAYBAUGH: You know that for sure?

16 MR. MACK: Yes. They put the man back to 7:00 o'clock.

17 MR. SLAYBAUGH: How did they get the man over?

18 MR. MACK: They just changed him from 7:00 to 7:30.

19 MR. SLAYBAUGH: They put him back to 7:00 o'clock but
20 you changed him to 7:30. How is that?

21 MR. MACK: No. They bid it at 7:00 o'clock.

22 MR. KING: He was the steward.

23 MR. HELWING: Now, we came here for an interpretation.
24 Are we rescinding the case now or what are we doing?

25 MR. KING: Are you saying--

26 MR. HELWING: Well, you have allowed Chuck to present

1 the entire case here and the case has nothing similar to do
2 with what we are talking about now. The G.S.A. no longer exists
3 at the army base. It hasn't for some time. They moved that
4 entire operation out of there.

5 MR. KING: Isn't that going to be your case when you are
6 presenting your case?

7 MR. HELWING: Well, are we presenting a case now or what?
8 I haven't heard the meeting open.

9 MR. KING: You must be laboring under some apprehension
10 that you are not going to hear the case.

11 MR. HILLEBRAND: We are objecting to this case. As far
12 as we are concerned, there has been a decision rendered.

13 MR. KING: What was the decision?

14 MR. HILLEBRAND: I will read the decision that was
15 rendered by the Joint Western Conference hearing August 1969.
16 It reads as follows:

17 "It is understood in this case there is a
18 set of rules based on a decision in a previous
19 case. And those records are available at the
20 Western Conference Office. They will be submitted
21 to the parties involved and this case will be
22 governed by those rules set up in the previous
23 case."

24 MR. KING: That was not the decision. The decision was
25 that the records--and you correct me if I am wrong. I don't
26 know where this decision came from. I am telling you what the

1 decision was. There was some argument in here and there was
2 argument by the business agent that they didn't get paid and
3 they did get paid I can't put words in Roy's mouth, but I think
4 what he said is that if they were paid and there was a decision
5 rendered in that case, that that decision would be applicable.
6 If not, we will bring it back and hear it.

7 CHAIRMAN WILLIAMS: Well, on top of that, this is our
8 writing here. It is understood that the records, the disposi-
9 tion of this original case was available.

10 What we are trying to do here is to try and find the
11 original records which had to do with the disposition of the
12 case.

13 As I understand Chuck, he went back to all of these
14 places trying to find records and he can't find these records
15 that we instructed him to go back and find.

16 MR. HELWING: Now we are coming in the right direction.

17 MR. KIRBY: I agree with that statement.

18 MR. SLAYBAUGH. You have to hear the case on its merits.

19 CHAIRMAN WILLIAMS: Yes because this certainly isn't the
20 decision and the rules that we stated here should have been in
21 effect. Nobody can find them anyplace and that is the whole
22 argument. Let's go off the record.

23 [Discussion off the record.]

24 CHAIRMAN WILLIAMS: Back on the record.

25 MR. BELL: The decision that was put down that Chuck
26 referred to of Joint Council 7 that was deadlocked, the claims

1 were paid, starting time referred back to 7:00 o'clock.

2 Immediately after that, we went under the rider, Hoffa-
3 Bridge level, and the terminal manager at that time was
4 Orville Love and he put a notice on the bulletin board that all
5 Army and Navy jobs would be started at 7:30 the next morning,
6 starting the next morning.

7 MR. SLAYBAUGH: That was part of the decision that they
8 would be started at 7:30. Are you talking about 7:00 o'clock?

9 MR. BELL: The Joint Council 7, the first time we went
10 in front of them, it deadlocked. The Company paid the claims
11 and put the starting time back at 7:00 o'clock.

12 Some months later we were under the Hoffa-Bridge rider.
13 The terminal manager one day put a notice on the bulletin board
14 that starting time for Army-Navy jobs would be changed from
15 7 to 7:30. We again filed a grievance under the rider. We
16 went to the Hoffa-Bridge panels. They ruled that in order to
17 change the starting time on a premium job, you had to abolish
18 the job, rebid the job at 8:00 o'clock.

19 Again the Company paid the claims, put the starting time
20 back at 7:00 o'clock and that was the end of it up until April
21 of this year when they arbitrarily one day put a notice on the
22 bulletin board that all Army-Navy, all starting time jobs,
23 would be at 8:00 o'clock the next morning. I think it was the
24 23rd of April.

25 They did not bid the jobs, give the men any opportunity
26 to bid off or relinquish the job.

1 MR. SLAYBAUGH: They never really did actually start at
2 7:30.

3 MR. BELL: They did at some time.

4 CHAIRMAN WILLIAMS: Let me clear up one thing in my mind.
5 I don't have any qualms about the way it was put back to 7 and
6 this kind of thing and the pay claims were paid.

7 Now, you are not quarelling about them having done it
8 rightly to change from 7 or 7:30 to 8. You are not arguing
9 that providing the people would have been given the chance to
10 bid off. That is your argument?

11 MR. MACK: That's right.

12 CHAIRMAN WILLIAMS: Because as I understood you, Chuck,
13 that you believed that they couldn't keep the jobs forever at
14 7:00 o'clock if there was no work involved. Is that right?

15 MR. MACK: Right.

16 CHAIRMAN WILLIAMS: But your big argument is the way
17 they changed them from 7 to 8, giving the people who were on
18 the jobs the right to bid off?

19 MR. MACK: Yes.

20 MR. SLAYBAUGH: You made several references to Army-Navy.
21 Is there any place besides G.S.A., is there any other place
22 where they have this starting time or did have it and the jobs
23 are still in existence besides G.S.A.?

24 MR. BELL: Several, yes.

25 All of these 12 or 13 involved, all of them were not
26 Army-Navy men, all of them. The men are still on the jobs. What

1 they do is call other people, non Union men.

2 MR. SLAYBAUGH: The point I was getting at is that there
3 are still Army and Navy jobs that are still starting at 7:00
4 o'clock. Is that correct?

5 MR. MACK: No.

6 CHAIRMAN WILLIAMS: Let's hear from the Employer now.

7 MR. BERNARDI: If I understand what Mr. Bell just said,
8 and Mr. Mack just said, there is no question of the Company
9 being able to change any starting time. Is it a procedure we
10 go through when we change the starting time? That is the
11 question I am asking.

12 CHAIRMAN WILLIAMS: Let's go off the record.

13 [Discussion off the record.]

14 CHAIRMAN WILLIAMS: Back on the record.

15 MR. HELWING: The jobs that Mr. Mack and Mr. Bell
16 referred to, the G.S.A. jobs at the Oakland Army Base, were
17 discontinued about two years ago.

18 G.S.A. moved all of their offices to Stockton and to
19 South San Francisco and I think they have since closed out the
20 South San Francisco G.S.A. office.

21 MR. SLAYBAUGH: Is that true, to your knowledge?

22 MR. BELL: That's true. They moved about two or three
23 years ago. We are not here protesting G.S.A. abolishment of
24 7:00 o'clock starts. We are merely referring back--

25 MR. KIRBY: Hold it right there. When they abolished
26 the G.S.A. from Oakland because G.S.A. moved to San Francisco,

1 men who were on early starts ~~what~~ that time came back into early
2 starting times, did they not?

3 MR. BELL: No.

4 MR. KIRBY: Where did those men go?

5 MR. BELL: They called at G.S.A., but there was no
6 G.S.A.

7 MR. KIRBY: Were the starting times of those men changed
8 at that time?

9 MR. BELL: No. You still have the same men running the
10 Army G.S.A. right now.

11 MR. SLAYBAUGH: These men who had been working at G.S.A.
12 three years ago simply went over to some other Army-Navy Base?

13 MR. BELL: Yes.

14 MR. SLAYBAUGH: It must have been a reduction in the
15 number of jobs.

16 MR. HELWING: There was a reduction. There was some
17 rebidding done at that time and there was a bidding into the
18 piggyback operation.

19 CHAIRMAN WILLIAMS: Off the record.

20 [Discussion off the record.]

21 CHAIRMAN WILLIAMS: Back on the record. Everybody out.
22 We will make a decision.

23 [Executive session.]

24 CHAIRMAN WILLIAMS: Read the motion.

25 MR. KIRBY: That based on the Company's practice of
26 bidding starting times, the operation will be rebid at this time

1 under the agreed upon method of bidding and the money claimed
2 for the specific men involved shall be paid from April 23rd to
3 August 12 1969.

4 CHAIRMAN WILLIAMS: All those in favor signify by saying
5 "Aye". Those opposed?

6 The motion carried.

7 Call them in and I will ask a question or two.

8 [Whereupon, the parties returned to the hearing room.]

9 CHAIRMAN WILLIAMS: Was it the 23rd of April when this
10 bulletin was posted on the board?

11 MR. BELL: April 22nd.

12 CHAIRMAN WILLIAMS: Well, if it was April, read the
13 motion and then I want to explain it.

14 [Whereupon, the motion was read by Mr. Kirby.]

15 MR. WILLIAMS: The reason why we are saying April 23rd
16 to August 12th, we retained jurisdiction from August 12th to
17 this time because we didn't have information to rule on this
18 case and when the people present their case, it is their
19 obligation to give us the information we need in order to rule
20 on it.

21 So for those three months from August 12th to now, there
22 is no pay involved and we are talking about April 23rd to
23 August 12th.

24 MR. BERNARDI: There is no reference of the Company's
25 ability to abolish early starts as long as it is put up for
26 bid at 8:00 o'clock. is correct.

1 CHAIRMAN WILLIAMS: The understanding is that you bid
2 them according to the bid procedure.

3 We will come back at 1:30.

4 [Whereupon, the Joint Council 7 hearings were adjourned
5 for lunch at 12:10 o'clock P.M. to reconvene at 1:30 o'clock
6 P.M.]

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CASE #8-9-4808

NOVEMBER 4 1969

2:38 P.M.

DELTA LINES, INC., and
LOCAL 287, San Jose, California

SPECIAL JC#7 COMMITTEE

UNION COMMITTEE:

ROY WILLIAMS, Chairman
GEORGE KING

EMPLOYER COMMITTEE:

DON M. SLAYBAUGH
GORDON KIRBY

APPEARANCES:

WILLIAM BACIGALUPI appeared on behalf of the Employer.

PETER CANCELLA appeared on behalf of Local 287.

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CHAIRMAN WILLIAMS: The next case is Case 8-9-4808, Local
287 versus Delta Lines.

You are one.

MR. CANCELLA: Yes. This is where they had a junior man
that was running a run and then they pulled him off and put a
senior man on and this particular run has early morning starts.
However, they don't start the senior men on these early morning
starts, but work this junior man.

There was no work and they had taken a junior man off
because of lack of work and the senior man went on this run.
However, when the work picked up, the junior man came back, was
given this run again and the senior man wasn't worked on the
early morning starts, so we are asking pay for the early morning
starts for this man.

1 MR. KING: Go ahead, Mr. Bacigalupi.

2 MR. BACIGALUPI: We had a man on a run and it came time
3 for layoff. He was junior, a junior man, so he was laid off
4 and for about two months during this layoff period we put
5 another man on the run who was senior to him. When the junior
6 man came back to work, we put him back on the run that he had
7 prior to his layoff.

8 As it happened, on this run once a week there was an
9 early start. When there was an early start connected to the
10 run, whoever was on the run got the early start.

11 We don't have any bid runs. We have assigned runs. That
12 was the case in this issue.

13 MR. KING: Do you assign the runs by virtue of seniority?

14 MR. BACIGALUPI: No.

15 MR. KING: How would any individual get an assigned run?

16 MR. BACIGALUPI: He would be assigned by the Company.

17 MR. KING: If there was a layoff and I had more seniority
18 than the man that the Company assigned, I would get the run?

19 MR. BACIGALUPI: The senior man would.

20 MR. KING: Yes. However, I am now confused. How did
21 this particular guy, the senior man, get the run? When he took
22 the run, were they early starting?

23 MR. BACIGALUPI: The junior man had it, working for six
24 or seven months, and it became winter. The junior man got laid
25 off, this guy got put on the run for two months. The junior
26 man came back, went back on the run he had before and once a

1 week there was an early starting time.

2 MR. KING: What happened to the senior man? Why didn't
3 he get the money the two months he was on?

4 MR. BACIGALUPI: He did. He is claiming it after the
5 junior man came back. He got it during the time he was on the
6 run.

7 MR. KING: What is the claim, Pete?

8 MR. CANCELLA: First of all this was filed June 27th and
9 it says that Joe Sorcy started at this time and Willy Maggi is
10 ahead of Joe in seniority. Willy was pulled off of the run and
11 Joe put on.

12 The Company's position, no explanation; the steward's
13 position: "Unilateral action by the Company is in direct
14 violation of the seniority clause."

15 MR. KING: Can we go off the record?

16 CHAIRMAN WILLIAMS: Yes. Off the record.

17 [Discussion off the record.]

18 CHAIRMAN WILLIAMS: Back on the record.

19 MR. KING: Let me say this. Your man feels that because
20 he has seniority and there is premium on the run--this is his
21 contention now. You correct me if I am wrong. And there was
22 a layoff and now they are bringing the man back, that he should
23 be able by virtue of his seniority to stay on this particular run
24 where he can collect the premium. That is his position?

25 MR. CANCELLA: Yes.

26 MR. KING: Why don't you state your position, the

1 Company's position?

2 MR. BACIGALUPI: We don't bid runs. We assign.

3 We assigned the junior back to the run he had prior to
4 his layoff. That run once a week has a 7:00 o'clock start.

5 MR. CANCELLA: Was this a layoff or did he go on vacation
6 June 27th?

7 MR. BACIGALUPI: I don't know why he came back when he
8 did.

9 MR. KING: We don't want to get in a hassle like this this
10 morning.

11 Does the Company permit the Union to bid overtime runs?

12 MR. BACIGALUPI: No.

13 MR. KING: Do you recognize seniority?

14 MR. BACIGALUPI: For a higher paid position.

15 MR. KING: For a higher paid position as they do in
16 San Jose?

17 MR. BACIGALUPI: Yes.

18 MR. KING: That answers your question.

19 MR. CANCELLA: Nothing further.

20 MR. KING: Now, let me say this. You have five men
21 sitting there and you have a set of doubles which is the highest
22 classification in your barn. Would your dispatcher give it to
23 the oldest guy if he is qualified for that day if he is
24 available?

25 MR. BACIGALUPI: Yes.

26 MR. KING: Now, I am a platform man and there is a set of

1 hostlers' jobs that come up, ten per cent. Am I qualified to
2 take that job?

3 MR. BACIGALUPI: On the lift end of it that is a higher
4 rated position. We wouldn't look at the ten per cent, but we
5 would look at the rate of the hostler.

6 MR. KING: Right.

7 MR. BACIGALUPI: But we are talking about the same wage
8 rate.

9 MR. KING: You follow Pete's application of seniority
10 in San Jose?

11 MR. BACIGALUPI: The run in question is the same rate.

12 MR. KING: We got the answer to this one.

13 All I am trying to do is take care of this argument on a
14 previous case and how you apply seniority and everything.

15 If you have anything else, all right. If not, we will
16 go into executive session.

17 [Executive session.]

18 MR. KIRBY: Based upon the facts presented, the claim is
19 denied.

20 MR. KING: I second it.

21 CHAIRMAN WILLIAMS: All those in favor, signify by
22 saying "Aye." Those opposed?

23 The motion is carried.

24 [Whereupon, the parties returned to the hearing room and
25 the motion was read by Mr. Kirby.]

26 - - -

1 CASE #11-9-4928

NOVEMBER 4 1969

2:54 P.M.

2 GARRETT FREIGHTLINES and

3 LOCAL 70, Oakland, California

4
5 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 WILLIAM SEVERINO appeared on behalf of the Employer.

11 CHARLES MACK and DAN PATTERSON appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: The next case is Case #11-9-4928,
14 Local 70 versus Garrett Freightlines.

15 MR. MACK: This case was filed by Lou Riga who is off.
16 The facts in the case are these.

17 Two employers, Bob McDougal and Bruce Kelly, had their
18 birthday--or their birthday falls on Admission Day, September 9.
19 These men were not allowed to come in and work.

20 Now, we are claiming they should be allowed to come in
21 and work. Everybody else, all the other employees of the
22 Company, worked on Admission Day and were paid time and a half
23 for work plus the regular pay for Admission Day itself.

24 These guys because their birthday fell on Admission Day,
25 the Company took the position that they couldn't come in and
26 work.

1 By doing this, it deprived them of time and a half pay
2 for that day which the other employees who are junior to them
3 received.

4 Now, there are several things that have to be considered
5 here in this because there is a case that is very similar to
6 this. I am not sure exactly what the facts were behind it, but
7 the issue was very similar.

8 The position that was taken at that time was that the
9 claim of the Union be denied where two employees had their birth-
10 day on Admission Day and the Company refused to let them work.
11 The Company claimed at that time that they had a policy of not
12 allowing the employees to work.

13 I have the steward, Dan Patterson, who worked at Garrett
14 and I worked there myself. There has not been a firm policy.
15 Generally the birthdays have not been worked, but there were
16 exceptions.

17 When I was with the Company, we did make an exception on
18 Saturday work and I thought it included holidays.

19 Finally, if a man's birthday falls on a Saturday, he is
20 allowed to work and he would get time and a half and he would
21 get the day's pay.

22 The reason for this is that it would not create a
23 economic hardship on the Company if a man's birthday falls on
24 Saturday. He is going to get paid that day whether he works or
25 not.

26 If he comes in to work, then he is going to get paid

1 time and a half.

2 If another employees comes in and takes his place, he is
3 still going to get time and a half.

4 Another fellow who stayed home because it was his birth-
5 day, he is still going to get time and a half anyway. This is
6 no economic hardship on the Company.

7 These two men, their birthday was on Admission Day and
8 they were entitled to those two days' pay, Admission Day and
9 their birthday.

10 If they would have come in to work, they would have
11 gotten time and a half. However, everybody else coming in to
12 work including the junior men would get Admission Day pay, but
13 of course they didn't receive their birthday pay because their
14 birthday wasn't on Admission Day.

15 The Company by taking this action acted arbitrary and
16 deprived these men of earning time and a half pay and they are
17 senior men to some of the men working there.

18 Now, normally in a situation like this, the Union would
19 discuss it with the Company and attempt to resolve it and this
20 is one of the reasons this grievance was filed and appearing
21 before the panel.

22 Prior to the Union discussing it, Dan Patterson and Lou
23 Riga discussed it with the Company and explained to the Company
24 it would create no kind of economic hardship at all if these men
25 worked.

26 The Company took the position, no, it was too much money

1 for these guys, that they were not going to work.

2 We feel here that a man shouldn't be penalized because
3 his birthday happens to fall on Admission Day.

4 The Company is penalizing these men if they don't let
5 these men work if their birthdays fall on Admission Day.

6 We have gone along with several cases where the Company
7 has taken the position, including Consolidated Freightways just
8 recently where Consolidated took the position that even though
9 they allowed everybody who wanted to work on their birthdays,
10 that now they were going to stop this.

11 Three months ago we went to grievance on it and for some
12 reason we lost it. It's position was purely an economic decision,
13 that is, on the part of the Company. It had the justification
14 that they wanted to save money. At least you are going to save
15 something for the Company. However, here there is no more
16 money being saved at all.

17 I think the Company here were warned in advance what the
18 consequences would be if we would take this to grievance and
19 there was no economic justification and they were acting
20 arbitrary and the men should be paid time and a half for this
21 day.

22 CHAIRMAN WILLIAMS: Let me ask a question.

23 Normally do these people work on their birthdays?

24 MR. MACK: No. Normally they don't, outside of the
25 fact if it fell on a Saturday.

26 If it fell on Saturday, they would have to pay them anyway.

1 However, during the week they would have to pay the man time
2 and a half pay on his birthday.

3 CHAIRMAN WILLIAMS: Because it is a holiday.

4 MR. SLAYBAUGH: Is this one of the men involved in this?

5 MR. MACK: No. Patterson is a steward.

6 MR. SLAYBAUGH: With respect to these two men, what
7 happened in the past? The birthday is always on Admission Day,
8 that is their birthdays. Did they work in the past?

9 MR. MACK: Kelly hasn't been there long enough. McDougal?

10 MR. PATTERSON: I think McDougal has been there a couple
11 of years, but I don't know what happened last year.

12 CHAIRMAN WILLIAMS: Let's hear from the Company. Mr.
13 Severino.

14 MR. SEVERINO: There are a couple of points in contention
15 with respect to the case as presented.

16 It is our policy that we do not have the boys work on
17 their birthdays. Half the people on the dock feel they should
18 not work on a weekend if it falls on their weekend to work.

19 Since I have been here, I can't possibly rely on past
20 facts on this.

21 It is our practice that no matter what the day is, if it
22 is their birthday, they do not work.

23 The men in this case were paid eight hours for Admission
24 Day holiday pay, eight hours for their birthday holiday pay.

25 We felt that if the people were worked, we felt that it
26 would be unjust for the rest of the employees that do not work

1 on their birthday.

2 All things equal, during the year these people would earn
3 more money than the other people.

4 The case that we are referring to, as I can see it with-
5 out complete, elaborate definitions, is Case #LD10-26-590. I
6 would like to read this.

7 "Two employees claim they should have worked
8 on Admission Day when the Company used a full crew
9 with the exception of these two men.

10 The Company maintained that they used a full
11 crew on Admission Day, but did not use these two
12 employees because it was also their birthday.

13 The motion that passed was that the employee
14 and the other employee are entitled to holiday pay
15 for Admission Day and their birthday and the rest
16 of the money claimed is denied."

17 These are the exact same--

18 MR. SLAYBAUGH: Is that a Local 70 case?

19 MR. SEVERINO: It must be.

20 MR. SLAYBAUGH: Does it say so?

21 MR. SEVERINO: 70 and 85.

22 MR. SLAYBAUGH: You knew about that?

23 MR. MACK: Yes. That is one we have been referring to.

24 MR. SEVERINO: We have given this case to Chuck.

25 MR. KIRBY: 1964?

26 MR. SEVERINO: It is a LASME and 708 case.

1 MR. KIRBY: I will take it back, 1962.

2 MR. SEVERINO: Yes. And this is the reason we maintained
3 it would not be fair to other employees and also on their birth-
4 day, they don't work.

5 The question I think you wanted to ask me before the
6 answer to which is that McDougal was not paid and did not work
7 last year.

8 MR. KING: Was he there on his birthday?

9 MR. SEVERINO: Yes.

10 MR. KING: And he didn't work?

11 MR. SEVERINO: No.

12 CHAIRMAN WILLIAMS: Anything else?

13 MR. MACK: We would like to say this is rebuttal.

14 The case the Company brought up is a case where a policy
15 is established and we are saying here that there has been no
16 firm policy established.

17 Mr. Severino has just been there shortly. He is not aware
18 of what happened prior to his going there, and I was a steward
19 there and established some of these policies.

20 The men will work their birthday if it falls on Saturday.
21 I can point out two guys in the last four months that have
22 worked. Abe Hoeppen, H-o-e-p-p-e-n, worked in the month of May.
23 Ed Fortier worked his birthday. There is no firm established
24 policy where the Company says, "This is our rule. Don't work
25 birthdays."

26 Garrett has never in fact set a hard and fast rule.

1 MR. SLAYBAUGH: When the Company works men on Saturday,
2 they know they are going to have time and a half and they work
3 them on that day because they will need them even at the expense
4 of time and a half. And even though they work a man on their
5 birthday it is because they need them.

6 Wasn't it probably true about Fortier and the other man
7 that they worked them on their birthday because they needed
8 them? Even if there is a policy that says, "You don't work a
9 man on his birthday," it would still be put aside when you had
10 to have the man and needed to get the work done?

11 MR. MACK: I will agree to that. There are several cases
12 on this. We brought up one case here.

13 There is a case at American Pipe which you are aware of
14 in regard to the same thing, when they had junior people who
15 worked and the senior people were layed off on their birthday.

16 This case was heard about two or three years ago. The
17 decision in that case was that the men got paid anyway.

18 MR. SLAYBAUGH: Let me follow along the same point.

19 If a man's birthday happened to fall during the week and
20 they needed the man and they worked him and he got time and a
21 half while all the other employees only got straight time,
22 wouldn't the other men say, "You have to work me on my birthday
23 because I am suffering an economic hardship"?

24 MR. MACK: That is a good point.

25 You can turn it around the opposite way too. Everybody
26 here, every employee except those two men had the opportunity to

1 work because their birthday didn't fall on Admission Day.

2 CHAIRMAN WILLIAMS: Let's get off the record with this.

3 [Discussion off the record.]

4 CHAIRMAN WILLIAMS: On the record.

5 Everybody out but the panel.

6 [Executive session]

7 CHAIRMAN WILLIAMS: Based on Joint Council 7's decision,
8 the claim of the Union is denied.

9 MR. KING: Seconded.

10 CHAIRMAN WILLIAMS: All those in favor, signify by saying
11 "Aye." Those opposed?

12 The motion is carried unanimously.

13 [Whereupon, the parties returned to the hearing room and
14 the motion was read by Mr. Kirby.]

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1 CASE #8-9-4811

NOVEMBER 4 1969

3:55 P.M.

2 CONSOLIDATED FREIGHTWAYS, and

3 LOCAL 287, San Jose, California

4
5 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 CHARLES DICKMAN appeared on behalf of the Employer.

11 PETER CANCELLA appeared on behalf of Local 287.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case #8-9-4811, involving
14 Local 287 and Consolidated Freightways.

15 MR. CANCELLA: This is in regards to some people that
16 work short line and local. We have some excessive runs into
17 Salinas and these are generally done by local people--

18 MR. SLAYBAUGH: Just a minute. You have only one seniority
19 list of two?

20 MR. CANCELLA: One seniority list.

21 MR. SLAYBAUGH: For both short line and local?

22 MR. CANCELLA: No. There are two seniority lists. We have
23 three men on the short line and umpteen hundred on the local.

24 MR. SLAYBAUGH: OK.

25 MR. CANCELLA: Anyway, what happens is that anything in
26 excess of these three runs into Salinas and Monterey are

1 generally pulled by local people throughout the week. They go
2 down to Salinas and they pick up at Firestone, Peter Paul and
3 one other place. Then on this day in question, this Saturday,
4 rather than send the local people down there, they brought three
5 men out of the hiring hall, casuals, and ran them down there
6 on this Saturday.

7 MR. SLAYBAUGH: As short line drivers?

8 MR. CANCELLA: Yes. And my local people thought that
9 they were entitled to go down and make this pickup, being that
10 they go down there three times a week.

11 MR. KIRBY: Do they do any things besides short lines on
12 those days?

13 MR. CANCELLA: No. They leave at 6:30 in the morning
14 and don't get back until 6 or 7 or 8 at night.

15 MR. KING: 8:00 o'clock starting time?

16 MR. CANCELLA: Yes.

17 MR. KIRBY: If they were to go down on a Saturday, such
18 as the case here, would they go on the short line rate of pay?

19 MR. CANCELLA: No. The local rate of pay.

20 MR. DICKMAN: We do have the short line.

21 "1. This is a short line operation between San Jose and
22 Salinas.

23 2. The two short line drivers have bids on regular work
24 days only. Extra schedules on weekends, are short line and
25 they are given priority in this work assignment.

26 3. We normally call the hall to replace these two short

1 line men on Saturdays when they cannot make the runs. However,
2 since the hall closes at 4:00 P.M. each day, it is impossible
3 to get replacements for them. In those cases, we pick our most
4 senior local man and offer him the run because we have to
5 protect the customer.

6 I further pointed out that one of the short line drivers
7 purposely holds off telling us whether he will work or not until
8 it is so late that we cannot get an adequate replacement."

9 In this particular case, as I remember, and you correct
10 me, Pete, the regular men did not want to go down on Saturday.

11 CHAIRMAN WILLIAMS: You are talking about your regular
12 short line men?

13 MR. DICKMAN: Yes, they did not want to go down on
14 Saturday. In turn, we got three men from the hall to replace
15 the short line men on Saturday runs.

16 MR. SLAYBAUGH: What is this about "three days a week"
17 local men also go down there. Is that in addition?

18 MR. DICKMAN: In addition, yes.

19 In other words, when there is more work than what the
20 short line men can do during the week, we get some of these city
21 men and send them down.

22 MR. KING: You pay them the local pay?

23 MR. DICKMAN: Well, these three guys didn't want to go
24 down.

25 MR. SLAYBAUGH: During the five days of the week do you
26 have regular short line drivers make this run every day? Is

1 that correct?

2 MR. DICKMAN: Yes.

3 MR. SLAYBAUGH: Anything in excess of what they can run
4 is given to the local men?

5 MR. DICKMAN: Yes.

6 MR. SLAYBAUGH: On Saturday when it comes up, you have
7 more work than--

8 MR. DICKMAN: No. This particular Saturday they refused
9 to go, those three guys.

10 MR. KING: Why wouldn't they go?

11 MR. DICKMAN: Well, if we could go off the record. They
12 were just being cantankerous about it.

13 MR. KING: Let's go off the record.

14 CHAIRMAN WILLIAMS: Off the record.

15 [Discussion off the record.]

16 CHAIRMAN WILLIAMS: Back on the record.

17 The disposition of this case is postponed and we will
18 hold jurisdiction with the understanding that the Local Union
19 and the Company involved will try and work out something to
20 take care of the Saturday short line work.

21 [Whereupon, the above-entitled case was postponed and
22 jurisdiction held.]

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1 CASE #11-9-4929

NOVEMBER 4 1969

4:27 P.M.

2 ENCINAL TERMINALS, and

3 LOCAL 85, San Francisco, California

4
5 SPECIAL JC#7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE

7 ROY WILLIAMS, Chairman
8 GEORGE KING

DON M. SLAYBAUGH
GORDON KIRBY

9 APPEARANCES:

10 PATRICK BROSNAN appeared on behalf of the Employer.

11 THOMAS ANDRADE appeared on behalf of Local 85.

12 - - -

13 CHAIRMAN WILLIAMS: This is Case #11-9-4929, involving
14 Local 85, San Francisco, California, and Encinal Terminals.

15 Proceed Mr. Andrade.

16 MR. ANDRADE: Gentlemen, if you will look at our agree-
17 ment, we have the double time on Saturday, Sunday and a holiday.
18 During the week, Monday through Friday, you're on time and a
19 half, anything over eight hours or prior to eight hours.

20 In our particular area where we have double time is that
21 at any time that you go from Friday night into a Saturday, all
22 hours worked into the Saturday are paid at double time.

23 Now don't misunderstand me that I am asking for double
24 time on top of time and a half. They are already paying time and
25 a half, so what you are talking about is an extra half on top
26 of the time and a half.

1 The Company disputes this position. We have had cases
2 come up before the Joint Panel where the Employer has turned
3 around and withdrew them because through our whole industry here
4 in the City of San Francisco they do pay the double time any
5 time that you work from say the swing shift--not the graveyard
6 shift. The graveyard shift naturally would go into the 8:00
7 o'clock. However, from the swing shift, Friday midnight going
8 into Saturday is paid at double time.

9 The whole industry pays it. The only objection that we
10 have had so far has been from Encinal. This is why we are here.

11 We feel that they should pay the extra half or however
12 you want to put it, double time for all hours worked.

13 CHAIRMAN WILLIAMS: What you are actually saying is that
14 all hours worked by anybody after 12:00 o'clock midnight on
15 Friday night should be paid at double time instead of time and
16 a half?

17 MR. ANDRADE: Yes.

18 MR. SLAYBAUGH: Supposing you start at 11:00 o'clock?
19 Supposing that a Company who had a third shift decided to start
20 them at 11:00 o'clock on Sunday night and get them off at
21 6:00 o'clock Monday morning. In other words, seven and a half.
22 Would you say then that the first hour is double time but the
23 balance up to their standard shift would be straight time?

24 MR. ANDRADE: No. If you started a man at 11:00 o'clock
25 Sunday morning--

26 MR. SLAYBAUGH: Sunday night.

1 MR. ANDRADE: No. Sunday night. If you look at your
2 contract, in other words, it says, "Anything beyond 5:00 o'clock
3 is paid for hours worked at double time."

4 In other words, what I am saying is that you have an
5 8 to 12. You have a 1 to 5 which is four hours guarantee and
6 two splits.

7 MR. SLAYBAUGH: But that only applies between those hours,
8 am I write? There is no guarantee from midnight Friday night
9 or Saturday morning up until 8:00 o'clock Saturday morning
10 and no guarantee after 5:00 o'clock?

11 MR. ANDRADE: That's correct.

12 MR. SLAYBAUGH: Is my supposition right that if you
13 started a night crew at 11:00 P.M. on Sunday night who did not
14 finish until about 6:00 o'clock Monday morning, their regular
15 shift, your position would be the first hour would be double
16 time and the balance of their shift would be straight time?

17 MR. ANDRADE: 11:00 o'clock at night on Sunday night?

18 MR. SLAYBAUGH: Yes.

19 MR. ANDRADE: That he would get paid double time and
20 this is the ruling for the hour worked on Sunday. There is no
21 guarantee. However, if went past midnight where he goes into
22 Monday, all he would be getting--let's say he is not driving.
23 He would be getting \$33.58 plus ten per cent which would be
24 another three dollars and some cents.

25 MR. SLAYBAUGH: I think ONC did this at one time. They
26 had a normal graveyard shift that began at 11:00 o'clock at

1 night all the time and they started their morning shift, as I
2 recall, at 11:00 P.M. on Sunday night and those guys were
3 finished about 6:30 on Monday morning, their normal shift, and
4 they would work the same way Monday night and they would finish
5 up on Friday morning because that was the end of the shift.

6 In that case our position would be that the first hour
7 would be a double time--

8 CHAIRMAN WILLIAMS: Because that is Sunday.

9 MR. SLAYBAUGH: And then they go on straight time.

10 CHAIRMAN WILLIAMS: The balance of the eight hours then
11 would be straight time.

12 Now, supposing that they went over the eight hours which
13 included 11. Then it would revert to time and a half again.

14 MR. SLAYBAUGH: In other words, midnight to midnight
15 constitutes your Saturday and Sunday deal.

16 MR. KIRBY: Using Encinal's container operations as an
17 example, if they had a trailer to move for Matson that Matson
18 wanted moved from Encinal's container platform on Brannon Street
19 at 4:00 o'clock Saturday morning, and they called in one of
20 your drivers to perform that work, he punched in at 4:00 o'clock,
21 went down to the waterfront, gave it to Matson and got back
22 into Encinal's operation at 6:00 o'clock in the morning, and
23 punched out, he would only receive the two hours at the double
24 time rate.

25 In other words, the time actually worked at double time.

26 MR. ANDRADE: This is what the agreement reads.

1 MR. KIRBY: The question is, it would only apply between
2 8 and 12 and 1 and 5.

3 MR. SLAYBAUGH: This is what it says here. The man has a
4 right to--

5 MR. ANDRADE: I am not stating anything that is not in
6 the agreement.

7 MR. KING: 70 is just the opposite. If he started on
8 Sunday, he gets his straight day.

9 MR. KIRBY: Same way with Friday.

10 CHAIRMAN WILLIAMS: Let's go off the record.

11 [Discussion off the record.]

12 CHAIRMAN WILLIAMS: Back on the record.

13 MR. SLAYBAUGH: We have never established when Saturday
14 ends and when Sunday begins. Midnight Friday night until mid-
15 night Sunday night gives us the double time period. There is
16 also the question of guarantees which we are all in accord with
17 here that they are only going to apply between 8 and 12 and 1
18 and 5.

19 MR. ANDRADE: If I came in here and said a guy worked
20 one hour on Sunday and I wanted a four hour guarantee, under
21 that agreement I couldn't possibly ask you guys to give me a
22 decision in my favor because this is not what the agreement says.

23 MR. KIRBY: Tom, you and I understand that but some of
24 your business agents do not, as you know.

25 CHAIRMAN WILLIAMS: Let's go off the record.

26 [Discussion off the record.]

1 CHAIRMAN WILLIAMS: Back on the record.

2 MR. BROSNAN: The Company feels that the men were paid
3 up until 12 midnight and past 12 midnight for time and a half
4 for all hours worked past eight hours on this particular day
5 in mention and we feel it is a continuation of this particular
6 tour of duty.

7 We realize that the contract states that Saturday is
8 double time and Sundays and holidays in Local 85. We feel that
9 the men had started at 7:00 o'clock and 8:00 o'clock in the
10 morning and some men started at 4 P.M. in the afternoon, and it
11 is a closing of a shift--

12 MR. SLAYBAUGH: You worked them 17 or 18 hours?

13 MR. BROSNAN: No. The night men worked way past. The
14 rest of the men were dock men. We worked the dock men past the
15 midnight hour. We worked the 4:00 o'clock evening drivers--

16 MR. SLAYBAUGH: Well, this says, "The men on three
17 shift."

18 CHAIRMAN WILLIAMS: Let's go off the record here.

19 [Discussion off the record.]

20 CHAIRMAN WILLIAMS: Back on the record. Everybody out.

21 [Executive session.]

22 CHAIRMAN WILLIAMS: The motion is that based on the facts
23 presented in this case and the understanding reached regarding
24 the premium and overtime pay in Local 85's contract, that the
25 claim of the Union be upheld.

26 All those in favor, signify by saying "Aye." Those

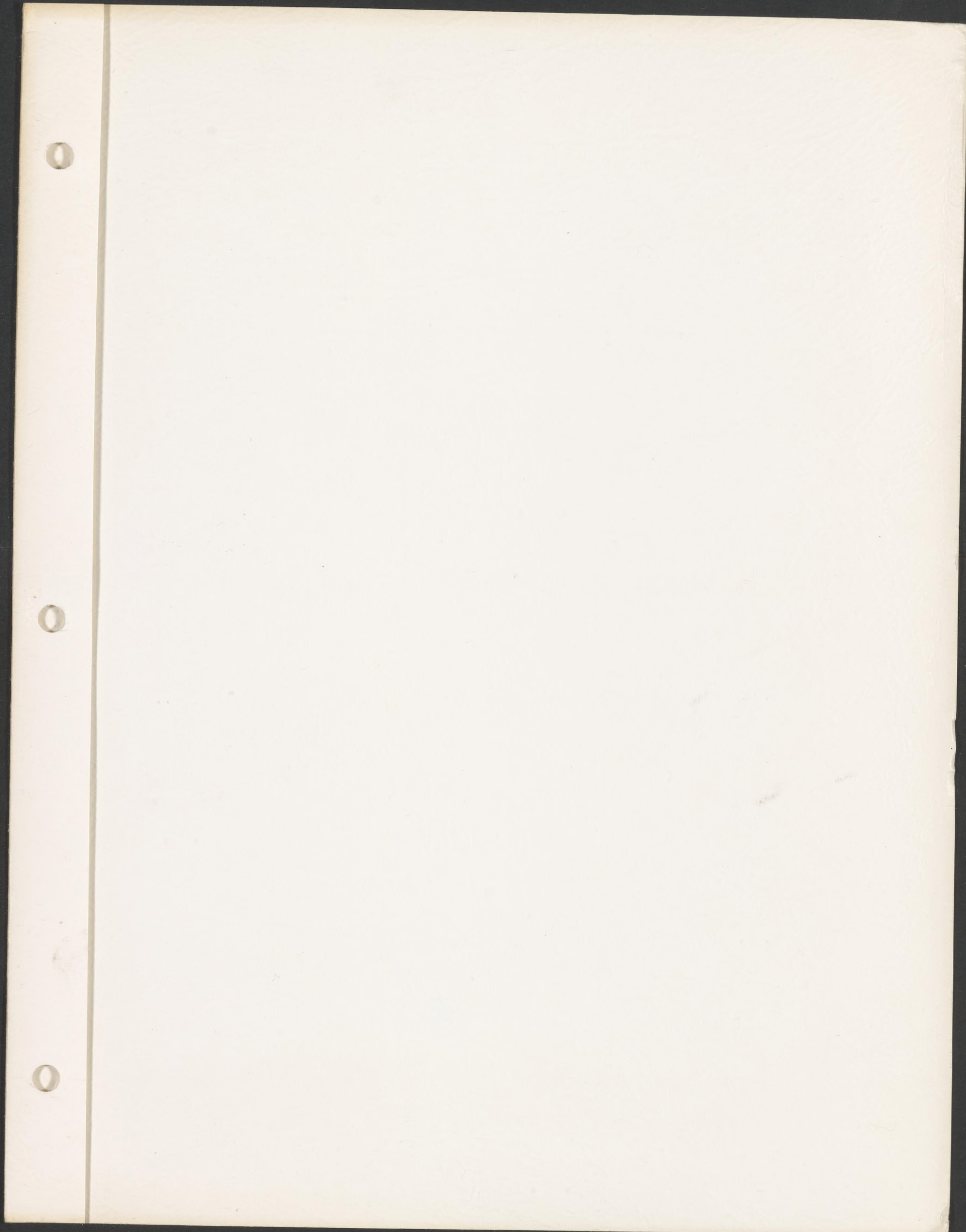
1 opposed?

2 The motion is carried unanimously.

3 [Whereupon, the parties returned to the hearing room and
4 the motion was read by Mr. Kirby.]

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CASE #11-9-4846

NOVEMBER 4 1969

4 p.m.

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WALKUP'S MERCHANTS EXPRESS, and

LOCAL 70, Oakland, California;
LOCAL 85, San Francisco, California;
LOCAL 78, Oakland, California;
LOCAL 150, Sacramento, California;
LOCAL 287, San Jose, California;
LOCAL 431, Fresno, California;
LOCAL 439, Stockton, California;
LOCAL 468, Oakland, California;
LOCAL 665, San Francisco, California;
LOCAL 856, San Francisco, California;
LOCAL 890, Salinas, California;
LOCAL 980, Santa Rosa, California.

CHANGE OF OPERATIONS COMMITTEE

EMPLOYER PANEL:

UNION PANEL:

NATHAN J. FULLMER,
Chairman
HAROLD JOHNSON
PAUL JAMES

B. M. WAGGONER
ROBERT RAMPY
GLENN JONES

APPEARANCES:

WARD WALKUP JR., TONY AUGUST, JAMES MANN and WILLIAM
FITZPATRICK appeared on behalf of the employer.

BOB FREITAS appeared on behalf of Local 70.

T. RICHARDSON, T. ANDRADE, JOHN MURNIN appeared on
behalf of Local 85.

CECIL TOBIN appeared on behalf of Local 150.

PETE CANCELLA appeared on behalf of Local 287.

LARRY BOOKER appeared on behalf of Local 431.

ART HARDY appeared on behalf of Local 439.

E. FREITAS and SCOTT SALSURY appeared on behalf of
Local 468.

IRVING DUNCAN appeared on behalf of Local 890.

1 JIM CAMPBELL appeared on behalf of Local 980.

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4 CHAIRMAN FULLMER: On the record in Case 11-9-4846,
5 Walkup's Merchants Express, Local 70, Oakland; Local 85, San
6 Francisco; Local 78, Oakland; Local 150, Sacramento; 287, San
7 Jose; 439, Stockton; 468, Oakland; 665, San Francisco; 856, San
8 Francisco; 890, Salinas; 980, Santa Rosa.

9 The Employer Panel will be Fullmer, Johnson and James.

10 MR. WAGGONER: The Union Panel is Waggoner, Rampy and
11 Jones.

12 CHAIRMAN FULLMER: Will the parties state their appear-
13 ances for the record.

14 For the company?

15 MR. WALKUP: Ward Walkup, Executive Vice President,
16 Walkup's Merchants Express; William Fitzpatrick, Vice President
17 of Operations, Walkup's Merchants Express; Tony August, Bay Area
18 Superintendent, Walkup's Merchants Express.

19 CHAIRMAN FULLMER: I'll call the locals in the order in
20 which they are listed and ask the representatives to state their
21 names and whether or not they are protesting the change. This
22 won't be the time for argument, gentlemen. You will have full
23 opportunity to present your position. But give only an indication
24 of where the protests are.

25 Local 70?

26 MR. FREITAS: No protest.

1 CHAIRMAN FULLMER: Will you state your name.
2 MR. FREITAS: Bob Freitas, Local 70.
3 CHAIRMAN FULLMER: Thank you, Mr. Freitas.
4 Local 85?
5 MR. RICHARDSON: Tim Richardson. We protest.
6 MR. MURNIN: John Murnin. Protest.
7 MR. ANDRADE: Tom Andrade. Protest.
8 CHAIRMAN FULLMER: That's one collective protest for 85.
9 You don't get three tries.
10 CHAIRMAN FULLMER: Local 78, Oakland?
11 No appearance.
12 Local 150?
13 MR. TOBIN: Tobin. Protest.
14 CHAIRMAN FULLMER: Local 287?
15 MR. CANCELLA: Pete Cancilla. Protest.
16 CHAIRMAN FULLMER: Local 439?
17 It's my understanding Mr. Hardy will be in attendance
18 in a short time. Does anyone know whether or not he is pro-
19 testing the change?
20 MR. TOBIN: I do know he is protesting.
21 CHAIRMAN FULLMER: Thank you, Mr. Tobin.
22 Local 468?
23 MR. SALSBURY: Scott Salsbury. Protest.
24 CHAIRMAN FULLMER: Local 665?
25 Let the record show no appearance.
26 Local 856?

1 No appearance.

2 Let the record show Mr. Hardy is now present on behalf
3 of 439.

4 Art, we have an indication of protest on your behalf.
5 Is that correct?

6 MR. HARDY: Always.

7 CHAIRMAN FULLMER: Thank you.

8 Local 890?

9 MR. DUNCAN: Duncan. Protest.

10 CHAIRMAN FULLMER: Local 980?

11 MR. CAMPBELL: Jim Campbell. No protest.

12 CHAIRMAN FULLMER: All right. Will the company proceed.

13 MR. WALKUP: By way of background of the subject change,
14 let the record show that the company, Walkup's Merchants Express,
15 was acquired by stockholding and is a California corporation
16 owned by Thomas Nationwide Transport, an Australian corporation,
17 as of September 1 1969.

18 It is this change of ownership and the details of that
19 sale, coupled with the recent operating losses of the company,
20 that prompts this cutback in duplicate terminal facilities and
21 administration in the Bay Area.

22 Upon our decision to close the Oakland facility, the
23 initial contact in this regard was made on September 23rd with
24 Local 70, the major local involved in such operational change.
25 Explanation of the recent operating losses, the details of the
26 sale and the proposed Change of Operations as outlined in detail

1 on the agenda were presented to Local 70. And as a result of
2 that initial conference, a letter was directed to all locals
3 involved listed on the agenda for a meeting to be held September
4 29th at the Local 70 union hall.

5 At that time, the company presented the details of the
6 Change of Operations, that is, to close the terminal facilities
7 in the East Bay and consolidate the operations of our express
8 common carrier operation to our newly built terminal at San
9 Francisco, 23rd and Illinois Street.

10 The closing of this terminal involves the switching or
11 moving of short line and linehaul runs presently operated from
12 Oakland. It is the intent of the company to continue certain
13 cartage operations and other operations in the East Bay. This
14 matter was covered in detail. Specifically, they involve in
15 the East Bay the cartage operation including certain pool car
16 and distributing operations. It was unknown at the time of the
17 meeting cited referred to previously as to whether we could
18 continue the container stuffing on behalf of NYK and Shoreline.

19 In a meeting as late as last week, we received an ex-
20 pression from the managing agents from those Japanese companies
21 of their desire to continue to use our operation and their desire
22 to continue to have dock container stuffing with Teamster man-
23 power. As a result of that contact, negotiations have now been
24 opened to procure a facility on Farrell Street in Oakland for
25 the continued operations of these pool cars and container stuffing
26 operation.

1 Additionally, it is the purpose of the company to continue
2 to be the prime carrier in servicing Seatrain Lines, a container
3 operator to the state of Hawaii. These operations involve the
4 stuffing and pickup and delivery work of full container loads
5 in the East Bay. The operation in connection with Seatrain Lines
6 presently moving in and out of the West Bay is performed by our
7 drayage department in San Francisco, Local 85.

8 Additionally, it is the purpose of the company to con-
9 tinue to maintain the house trucks operated under Minimum Rate
10 Tariff 15 for several customers in the East Bay. In connection
11 with Seatrain Lines, there are certain piggyback deramping and
12 transfer of container loads into the container yard which we
13 propose to continue to operate.

14 Certain line work will be conducted from this domicile
15 or the one procured by the company in connection with full con-
16 tainer loads moving intercity on behalf of Matson Navigation,
17 Seatrain Lines and others.

18 Presently there are three pick and delivery peddle routes
19 maintained from our Wood Street terminal. It is the company's
20 proposal to transfer one of these to San Francisco, one namely to
21 its Santa Rosa terminal and one to its Sacramento terminal serving
22 the run of Fairfield and Travis.

23 Historically, from its outside Northern California
24 terminals, the company has maintained primarily two runs from
25 its terminals at Santa Rosa, Sacramento, Stockton, San Jose and
26 Salinas. These domiciled short-line runs on the outside enabled

1 us to move the express traffic to our Oakland terminal and San
2 Francisco terminal as well as bringing certain bills of lading
3 for centralized billing operation in San Francisco.

4 With the close of the Oakland terminal and the consoli-
5 dation of the Bay Area pickup and delivery express operation at
6 23rd and Illinois Street, it is the proposal of the company to
7 maintain the domicile of only one such short line run at these
8 terminals mentioned.

9 Presently linehaul operations to our Fresno terminal
10 are maintained from both Oakland and San Francisco, one bid run
11 from Oakland, two bid runs from San Francisco. In connection
12 with the consolidation of all freight at 23rd and Illinois Street,
13 it is the proposal of the company to redomicile one of the San
14 Francisco runs to our Fresno terminal so the departure of this
15 run can bring in the express and clearing freight to the San
16 Francisco terminal.

17 As these proposed operational changes and background
18 (the company has lost in excess of a million dollars in its
19 recent years of operation) were outlined at the meeting of
20 September 29th, the confirmation of these proposed changes, the
21 consensus of that meeting was outlined and confirmed in a letter
22 addressed to all Teamsters involved over my signature, dated
23 October 1 1969.

24 We realize that there is a provision in the contract
25 for such shift of terminal within a 25-mile radius. It is not
26 clearly spelled out in the contract and the company's mind as to

1 the application of this provision involving the circumstances
2 and facts here where they require a redomicile of certain runs
3 and it particularly involves the closing of one of our most
4 senior terminals on the Merchants' system.

5 It is for this reason, and because work is being brought
6 to San Francisco and equipment will be transferred to San Fran-
7 cisco, that the change is presented here to have a clarification
8 on the seniority rights of employees involved.

9 I have available for the Panel and the record copies
10 of the subject letter of October 1 as well as the copies of the
11 recent financial results of the Walkup's Merchants Express. In
12 connection with that, the years 1966 and 1967 and 1968 as set
13 forth on this exhibit are the actuary results filed with the
14 Internal Commission and the Public Utilities Commission of the
15 state of California in its annual reports. Nine months, year
16 to date operation of 1969, our preliminary figures. However,
17 they are as close as we can get them in this regard. They are
18 presently evolved in our general office. As I stated, the closing
19 balance sheet date in connection with the recent sale was Sep-
20 tember 1 and is presently being conducted.

21 In connection with seniority problems, the company has
22 available exhibits of the seniority employees, the seniority of
23 the employees involved at Local 70, at Local 85, as well as the
24 seniority dates of the line drivers involved.

25 As the letter outlines, there was an agreement presented
26 in the September 29 meeting between Local 85 and Local 468

1 insofar as the linehaul operations, that such men would move
2 and dovetail in the internal operation conducted at 23rd and
3 Illinois Street, would bring forward their bids and would main-
4 tain those runs until the next bid time.

5 I believe that concludes the remarks of the company,
6 other than to have available these exhibits and to emphasize
7 that this is a matter of economics with the company based on
8 its operating results.

9 The company was able to sustain its operations under
10 the Walkup family interest prior to its sale by substantial real
11 estate equities it held in certain terminals. In the recent
12 sale, it was a stock purchase of the operating company only
13 and these substantial real estate equities are not available to
14 the present owners of the company towards continued operations.
15 In short, the goal: it is necessary to bring the company into
16 profitable operations.

17 I might make this comment. In the month of September and
18 up until meetings were held with the various brotherhoods, there
19 was a good deal of speculation that the purchase of our company
20 by a foreign company involved container operations or a change
21 in the emphasis of the operations conducted by Merchants. This
22 is not the case. Our operations will continue to be the same,
23 those of a common carrier serving throughout California, to main-
24 tain the good will that has been built up over the sixty years
25 of our operation.

26 It is our proposal, consistent with profits, to continue

1 to maintain our operations throughout the areas franchised. In
2 the shift from Oakland to San Francisco, it is not the company's
3 proposal to eliminate any of the areas it presently serves in
4 pick up and delivery from its Oakland terminal rather than to
5 serve them directly from San Francisco.

6 How many copies do you want, Mr. Chairman?

7 CHAIRMAN FULLMER: We will have three copies of the
8 exhibits.

9 MR. WALKUP: Now, just for a point of clarification in
10 connection with Local 665 and 78. Local 78 was present at the
11 meeting at the Local 70 hall, and it is our understanding, as
12 advised by our Maintenance Superintendent, Mr. Joe Riviera,
13 that these two locals have no objection to the change and agreed
14 to the dovetail of Local 78 and Local 665 men.

15 Local 856 was not present at the Oakland meeting at the
16 Local 70 union hall. At 9:30 I met with Ben Lyle and Bill
17 Dexter of Local 856, advised them of the change, and it was the
18 agreement there that the terminal employees, those working in
19 the freight terminals, would move and integrate, as required by
20 the company, to our San Francisco terminal operations; those
21 working in the warehouse division in Oakland would move and
22 integrate with the general office seniority at 23rd and Illinois
23 Street.

24 I have a copy of the employees involved there and the
25 seniority list in that regard.

26 CHAIRMAN FULLMER: We'll make those exhibits part of

1 the file as well, Mr. Walkup, if you have copies.

2 Do Panel members have any question of the company at
3 this time?

4 MR. WAGGONER: I have none at this point.

5 CHAIRMAN FULLMER: We will proceed then with the local
6 unions, dealing first with those who have entered a protest for
7 the record. According to my notes, that would be Local 85.

8 Could we restrict it to one spokesman for each local,
9 gentlemen?

10 Mr. Murnin?

11 MR. MURNIN: I think Tim is going to speak, maybe, on
12 behalf of the local, but I got something on the line.

13 CHAIRMAN FULLMER: Which way do you want to proceed?
14 Do you want to deal with the local first?

15 MR. RICHARDSON: As far as Local 85 is concerned as to
16 whether the local operation should be heard by the Committee
17 of the Change of Operations, the Joint Council ruled, on Sep-
18 tember 17th, that anything within the 25-mile zone on the local
19 move is worked out between the local unions themselves.

20 Aside from that, if the Committee does decide to hear
21 it, our protest is mainly because of it being heard before the
22 Joint Western Change of Operations Committee. We don't feel that
23 the local operation belongs before it.

24 We want it understood so there will be no mixup, like
25 there was in the ONC case, that in a Change of Operation involving
26 Local 85 and Local 70, the past practice between both the locals

1 has been that they post a notice in the company terminals where
2 the transfer is going to take place seven days before the
3 transfer of the men. The men wishing then to transfer this side
4 sign that list. Then these men that sign that list of work
5 available on this side have thirty days to transfer into Local
6 85. If they don't transfer into Local 85 or if they don't
7 indicate they want to come over within thirty days, they lose
8 all their rights to come over. This is the way we have worked
9 it historically between both locals.

10 Also, that when they come over, that they come over on
11 a work available basis. We don't object to them coming in, dove-
12 tailing in seniority or anything, but what we want is that if
13 these men are coming over, that regular work is available for
14 them and is brought to this side.

15 Also, when these men come over, they come over as bobtail
16 drivers, the lowest rate. If they were hostlers or if they were
17 a heavy duty driver, or a doubles driver or anything on the other
18 side where there is a higher paid classification, they go to the
19 bottom of our list for bidding and for the higher paid classifi-
20 cation.

21 This is something that we have worked out between Local
22 85 and Local 70. We have done this in the past with Valley and
23 other companies, and I want it understood that this is the way
24 it will be done in the local operation with Walkup.

25 John?

26 CHAIRMAN FULLMER: Let's hold it for questions at this

1 point.

2 Do Panel members have any questions of Mr. Richardson
3 on that portion?

4 MR. WAGGONER: I think I understood what he said.

5 MR. RICHARDSON: Just briefly, generally you give them
6 three years. I think you did this on ONC and we had a big foul
7 about it.

8 MR. WAGGONER: Do you have any comment to make on that,
9 Tim?

10 MR. RICHARDSON: What's that?

11 MR. WAGGONER: The three-year layoff.

12 MR. RICHARDSON: Ours is one year in Joint Council 7,
13 and if the man has a choice to come over here, he has thirty
14 days then to decide whether to come over. In other words, like
15 the ONC case said, that any new hires in Local 85's jurisdiction
16 would have to come out of Local 70's hall, this we objected to.
17 After thirty days, if this company wants to hire anyone new, they
18 hire them from Local 85.

19 MR. WAGGONER: After the thirty days.

20 MR. RICHARDSON: No. After they post it, after it's
21 posted. You see, when they post it, there are twenty-nine jobs
22 available, they only can bring over twenty-nine men. And if it
23 happens that it develops that thirty-three or thirty-four jobs
24 develop, they have to hire the extra men from Local 85.

25 MR. WAGGONER: I have one question, then, Mr. Chairman.
26 Tim, in connection with the way you have stated that as

1 applied in Joint Council 7, the rules as applied in Joint Council
2 7, the company has proposed or stated that this one terminal
3 will be closed as of December 1st 1969. Now, apparently, if
4 I understood you correctly, you're not objecting to the change
5 as such so long as the rules within the Joint Council 7 are
6 complied with.

7 MR. RICHARDSON: Follows the procedures between Local
8 85 and Local 70.

9 MR. WAGGONER: With the December 1st date in mind, how
10 would your rules be applied?

11 MR. RICHARDSON: Well, everyone on Local 85's payroll
12 with the Merchants Company would have to be working, they'd all
13 have to be working. Then the company would have to figure how
14 many more regular jobs were available. Then they would post this
15 list, they've got twenty-five or thirty regular jobs available
16 in San Francisco, and then they let the entire seniority list of
17 Walkup's Merchants on the other side sign this to come over to
18 this side.

19 MR. WAGGONER: I'm thinking specifically of the seven-day
20 posting and the thirty days to claim the position related to
21 this date today and the December 1 1969, Tim.

22 MR. RICHARDSON: Yeah. Now, if they put up thirty
23 positions, that there are thirty regular jobs available, Local
24 70 then has thirty days to fill these jobs. If they don't fill
25 these jobs within thirty days, then after thirty days they can
26 fill them out of our hiring hall.

1 MR. WAGGONER: However, would this application preclude
2 the company from going ahead and closing this terminal as of
3 December 1?

4 MR. RICHARDSON: No.

5 MR. WAGGONER: All right.

6 CHAIRMAN FULLMER: Is there any other question of Mr.
7 Richardson?

8 All right, Mr. Murnin. On the line.

9 MR. MURNIN: Well, first, I would like, for the edifi-
10 cation of the Committee here, to call it the three-year clause
11 in the contract to protect, let's say, some of my lower people
12 on the San Francisco Bay who will be affected. I think the
13 contract says that the Committee can decide to extend this.
14 First.

15 Secondly, no opposition to the movement of the 468 people
16 where they are actually bringing a flow of freight with them.
17 The traffic is going to follow. Some of the outlying terminals
18 are not bringing the flow of traffic. We feel that some of these
19 incoming people are not going to bring this traffic with them
20 and highly affect the low men on the seniority board.

21 MR. WAGGONER: For bidding purposes, you mean, John?

22 MR. MURNIN: Well, actually, for purposes of work. Now,
23 if you understood me, Wag--

24 MR. WAGGONER: I did.

25 MR. MURNIN: --what I requested here, you people have
26 the language here in the contract, the decision to extend this

1 three-year clause, which would not only protect these people but
2 my people.

3 MR. WAGGONER: Which would be that the three years be
4 extended.

5 MR. MURNIN: With your people. You got, maybe, people
6 higher in seniority who would be retiring and protect these people
7 who may get knocked out of the box.

8 Secondly, I think, more emphatically, the flow of freight
9 we are not going to get in some of these outlying terminals. If
10 you take a full basic look at the letter, you see what's going
11 on from Oakland to San Francisco, which would be the hub area.

12 MR. WAGGONER: John, what other terminals do you feel
13 that there would be no flow of freight?

14 MR. MURNIN: Let's take an explicit instance. In San
15 Jose, they got people on lay off, to my knowledge, down there.
16 Basically, maybe these people will move into us, but no flow of
17 traffic.

18 MR. WAGGONER: Now, are there people working in San Jose
19 presently?

20 MR. MURNIN: Some are, but there are some on layoff.

21 MR. WAGGONER: All right. But those people that are
22 presently working, would that work that they are performing be
23 coming into your terminal?

24 MR. MURNIN: I don't think that the company was too
25 explicit as to how they were going to operate that portion of it.
26 Maybe you can question the company a little further on this.

1 MR. WAGGONER: All right.

2 MR. WALKUP: In the example of San Jose, we have two men
3 stationed there in bid position working. They move in the Bay
4 Area terminals regularly currently.

5 MR. WAGGONER: And this work, you are saying, then, would
6 be moved into the San Francisco terminal?

7 MR. WALKUP: Better than 70 percent of the present short
8 line drivers moving throughout the terminals involved in the
9 change are stationed on the outside. They are the ones that are
10 performing the work currently.

11 MR. WAGGONER: What portion of that work then would be
12 moved into the San Francisco terminal?

13 MR. WALKUP: We are proposing to leave just one driver
14 outside in each of these terminals.

15 MR. WAGGONER: I don't think you are quite getting the
16 point I am trying to make. You say you are going to leave one
17 driver at different points. Here, as an example, the other people
18 who are presently working, the employees not on layoff, is there
19 work going to be moved into the San Francisco terminal?

20 MR. WALKUP: Yes.

21 MR. WAGGONER: In the same degree that it is presently
22 performed so that there would be no adverse effect on the
23 employment of the present people at the San Francisco terminal?
24 The amount of work you are moving in would cover the number of
25 men that you propose to move in?

26 MR. WALKUP: That's correct.

1 MR. WAGGONER: I want to get the company's statement.

2 MR. MURNIN: We feel otherwise on this, Wag.

3 MR. WAGGONER: That's what I am trying to get clear.
4 Go ahead.

5 MR. MURNIN: Frankly, I think I left it pretty clear.
6 It's going to affect some of our local people in seniority on
7 the board there. This is why I requested that there would be
8 an extension first. To my knowledge, they have four or five
9 people in San Jose on layoff that I don't think should be brought
10 into the picture in this issue.

11 MR. WAGGONER: All right, John. You got four, five
12 people on layoff. I wasn't talking about those people on lay-
13 off. That's why I have been trying to make the distinction.

14 MR. MURNIN: The company says one man is going to move
15 in.

16 MR. WAGGONER: Let's get this clear now. One from each
17 outside terminal is going to move into San Francisco. Can you
18 absorb that? You say they won't be bringing that much work.

19 MR. MURNIN: That's a real flexible question, Wag: can
20 you absorb? This would be contingent upon what we can anticipate
21 from the company. With the inception of the new owners, we have
22 had a hell of a cutback. I think the company will agree on this.

23 MR. WAGGONER: I used the wrong word. With one man from
24 each of those terminals, are you going to move that man's work
25 here with him?

26 MR. WALKUP: That's right. That amounts to the reversing

1 of the present runs used by the company. From the outside in,
2 it will be from the inside out.

3 MR. WAGGONER: That's what I was trying to get clear.
4 In other words, you are going to take that one man and the work
5 that man is performing and move him into the San Francisco ter-
6 minal.

7 MR. WALKUP: Correct.

8 MR. MURNIN: Maybe you can get the company to qualify
9 this. Why are they making this particular type of a move? They
10 put one basic individual man from one terminal to another ter-
11 minal.

12 MR. WALKUP: The basic reason is that we have had two
13 Bay Area terminals, John. We had a motor from Santa Rosa, as
14 an example, that went to Oakland on its first drag. We had one
15 that went to San Francisco on its first drag. We are going to
16 have one major Bay Area terminal. We only need the one motor
17 to bring in the passage freight to San Francisco.

18 MR. MURNIN: I can't agree, in essence, because actually
19 what you are doing, the hub of your freight is going to be rolled
20 into San Francisco. Somehow do you figure, with the utilization
21 of these people coming from outlying terminals, it is going to
22 solve your problem here?

23 MR. WALKUP: The schedule of freight getting ready at
24 the big terminal, with the consolidated volume of Oakland in
25 San Francisco, isn't going to be the same as it presently is at
26 the two operations. If we continue to maintain the motors as

1 they are presently stationed, they will be sitting in the yard
2 at 23rd and Illinois Street. We are just pulling one run. And
3 as the freight is generated, consolidated with the pickup of
4 East Bay and West Bay, we will then dispatch it off the wheel.

5 MR. MURNIN: What you are saying, it's going to have
6 that much more effect on the lower guys on the board. Right?

7 MR. WALKUP: It can have if the men choose to move.

8 MR. WAGGONER: That answers my question.

9 You got any further comment?

10 MR. MURNIN: Nothing further for the moment. I would
11 like the right, Mr.--

12 CHAIRMAN FULLMER: You bet you can rebut.

13 The next one we have is Local 150, Mr. Tobin.

14 MR. TOBIN: I think it would be incumbent upon the
15 company right now to explain what exactly their position is,
16 the reasons for moving individual drivers out of individual ter-
17 minals, putting them in the Frisco Area, to justify in some
18 manner now in front of all these people present. And let me
19 argue that part of it. You have yet to answer that question
20 sufficiently, as far as I am concerned.

21 MR. WALKUP: It's a matter of scheduling the freight and
22 avoiding unnecessary delays and turning around the men.

23 MR. TOBIN: Does that sound like an answer to anybody?

24 MR. MURNIN: I ask the right to object. There is a man
25 standing in the room now--

26 CHAIRMAN FULLMER: John, you'll get a chance to rebut.

1 It's Mr. Tobin's turn now and we are going to make an orderly
2 record if we are here all night.

3 MR. TOBIN: In discussing this problem with him, we
4 went back as far as the fifth month. We had other problems why
5 we had to go back this far, but we felt we resolved this problem
6 at that time. Particularly involved would be Barney Avila. He
7 is bid two Bay Area loops in mileage per night. It certainly
8 doesn't mean that he runs two Bay Area loops every night. He is
9 more of a utility man, he runs in two directions. As long as
10 they satisfy him in mileage equivalent to two Bay Area loops.

11 This presented a problem to the company. In their ar-
12 gument prior to this hearing today, they felt that it was not
13 justified and they did not have enough freight coming out of the
14 San Francisco area to justify.

15 So we didmake a survey in that case. We found that on
16 an average we were running anywhere from fifteen to twenty
17 trailers per night out of the Sacramento area. We certainly
18 only need four trailers out of two sets to satisfy this man's
19 bid. It was up to the company to send him in a route to cover
20 the mileage. This is what has happened over this period of time.
21 We only run into one or two instances where this bid was not
22 satisfied. Now, since they have changed their operations, since
23 the other company has come in, we find they are still running
24 fifteen, twenty trailers per night. And I have the man's log book
25 here and he indicates here in each case nightly what he pulls, how
26 he runs, the whole route and the total amount of trailers that

1 are on dispatch that night.

2 We certainly realize that in some cases he may pull
3 empties. We had an instance the other night. I felt the company
4 may bring this up. This was an insulated set of trailers that
5 was needed in the San Jose area to cover Nestle products in
6 that area.

7 So my whole argument here is the fact that our man in
8 the Sacramento area, I don't see any reason just to rip him out
9 of that area, move him to Frisco and drop him at the bottom of
10 the board or wherever he fits in there when we do generate that
11 much work out of our area.

12 I will hold still right now.

13 CHAIRMAN FULLMER: Any questions of Mr. Tobin?

14 I think it will make for a more orderly record and
15 certainly be of assistance to the Committee to get the company's
16 response as we go along.

17 Now, Mr. Walkup, in response to the point made by Mr.
18 Tobin.

19 MR. FITZPATRICK: I'd like to answer that, Mr. Chairman,
20 if I may.

21 In this case, for the past three months, the full month
22 of October, it's been averaging ten to fourteen vans out a night.

23 Normally one of the vans will go to Stockton, one or two
24 to Fresno, one or two to Los Angeles. There will be one for
25 Chico, one for Redding. There will be one for Oakland normally,
26 and perhaps Santa Rosa, and San Francisco, and this is the total

1 move.

2 In answer to your question: why would we bring him in,
3 when we had the Oakland terminal and he got into it, if there
4 was a van from Vallejo, he would bring it into San Francisco.
5 But when we are consolidated at our San Francisco facility, by
6 having him based there, his train may not be ready to move back
7 to Sacramento from San Francisco till 11, 12:30 at night. So,
8 instead of him standing around in our San Francisco yard for
9 three or four hours waiting for freight to be generated, he would
10 be on a two-hour call, take this to Sacramento and bring it back
11 to the Bay Area. In the reverse. It's the reverse operation
12 for each one of these men that would be brought in. The only
13 thing, it would economically save the company hundreds of dollars
14 in waiting time each week and give us a more flexible and a
15 normal operation. This is the reason, in answer to your question.

16 CHAIRMAN FULLMER: All right. Local 287?

17 MR. CANCELLA: In view of what Cecil said, I'm inclined
18 to go along with him as to the freight generated out of San Jose
19 into San Francisco. I feel that we have enough freight going
20 into there and I don't see any reason to have our man move from
21 San Jose to San Francisco and, as Mr. Murnin stated, go to the
22 bottom of the list to injure his lower seniority people.

23 My people have more seniority than some of his lower
24 people. I don't see why this one man must go to the bottom of
25 that list. I myself think that if they feel there is a waiting
26 problem, they could start one man at a later hour rather than

1 than have him go to San Francisco.

2 CHAIRMAN FULLMER: Questions of Mr. Cancilla?

3 MR. WAGGONER: No.

4 CHAIRMAN FULLMER: The company's response.

5 MR. WALKUP: Our response to Pete is the same as it would
6 be to Cecil: a better dispatch that can be affected from the
7 inside terminal going out. San Francisco and San Francisco-
8 Oakland consolidated is the major origin of tonnage that flows
9 in these trailers. The number of vans that Cecil mentioned dis-
10 patched back from Sacramento may be true. However, these other
11 traffic lanes that Mr. Fitzpatrick outlined indicate that there
12 are only three, four vans coming back from Sacramento, as an
13 example, or similarly, from these outside terminals, loaded as
14 opposed to the ten or twelve going north from the Bay Area with
15 tonnage picked up and loaded at San Francisco.

16 CHAIRMAN FULLMER: Local 439. Mr. Hardy.

17 MR. CANCELLA: Can I ask one question?

18 CHAIRMAN FULLMER: Yes.

19 Hold it, Art.

20 MR. CANCELLA: On these two bid runs that we have, I
21 understand one is to remain in San Jose, one they propose to
22 move to San Francisco. Would this one man have the right to
23 follow his work and would his bid be secure?

24 CHAIRMAN FULLMER: This is a seniority issue that is
25 dealt with by the contract and the authority of the Committee,
26 and this is one of the questions that is going to have to be

1 answered before the case is resolved. I think your point is
2 well noted for the record.

3 All right, Art.

4 MR. HARDY: Number one, the same position applies to
5 Local 439 as does 150 and 287: that we feel we generate more
6 freight than the three men involved. And I say three men and I
7 want to get this on the record.

8 At our meeting in Oakland on September the 29th, the
9 company had me listed as two drivers. And I have three at
10 Stockton. I don't know, and the company can answer me if they
11 have checked it out and so can testify that there are three men
12 involved in Stockton, not two.

13 MR. FITZPATRICK: There are three men in Stockton desig-
14 nated as line drivers when the work is available for the third
15 man. But the work has not been available for the third man for
16 months.

17 MR. HARDY: This man is there, his seniority is on that.
18 He lost all his local seniority, some eighteen years' seniority,
19 from moving over to this. So we have to remember him and protect
20 him.

21 Now, at that meeting also, it was stated the company was
22 going to open a new run out of Fresno. Now, McClung, my No. 2
23 man in my area, came from Fresno sometime ago--and I can't give
24 the dates--and at that time, I suggested he have an opportunity
25 to go there rather than someone else. And I see in the outlining
26 letter from the company they are saying they are going to send a

1 San Francisco man to Fresno.

2 Now, this is a new run, and I feel McClung, if this goes
3 through, should have an opportunity to go to Fresno on this new
4 run by virtue that this is where the man originally came from
5 with Merchants on a prior change.

6 Now, the one remaining man that will be left in Stockton,
7 will this be guaranteed? What will be guaranteed to him?

8 MR. WALKUP: The motor will be at the outside terminal.
9 It will be our intent to run him every night.

10 MR. HARDY: And this third man--and this is very
11 important--he is out in oblivion if we don't take care of him
12 because he did go over there when one of the men retired. His
13 local seniority is gone.

14 MR. WALKUP: I appreciate that, Art. However, that
15 third man was primarily on container, which work we lost in the
16 month of July. That's why we haven't had the work available.

17 MR. HARDY: Whether it be container or what it is, he is
18 on the seniority list as a short line driver. He has to be
19 considered. So I emphasize this.

20 MR. WALKUP: The reason for the movement, in effect, on
21 the San Francisco run is because of the three Bay Area bids to
22 Fresno and the quantity of freight. We would not have consist-
23 ently enough freight to move the three bid men from the Bay Area,
24 namely, the one out of 468 to San Francisco and the two presently
25 starting from San Francisco, and with the addition of a fourth
26 run on the Fresno-Bay Area traffic lane, starting from Fresno.

1 MR. HARDY: You know what freight generates out of
2 Stockton, Mr. Fitzpatrick, and there is a lot of freight coming
3 out of there. We have a lot of Oakland people coming in for it.
4 There is more than enough. If you are talking about the three
5 moving in or two moving into the San Francisco area, there is
6 ample freight. So this could be an answer to John: there is
7 ample freight to cover these two men if they would be moved
8 into San Francisco.

9 But I'd like to really point out that if the company is,
10 and I imagine they are, going to open a new run in Fresno, that
11 they give an opportunity to McClung, who originally came from
12 Fresno in a prior change.

13 MR. WAGGONER: I have a question, Mr. Chairman, if I may.

14 This third man that you keep referring to, what does he
15 do when he does not have a line trip available?

16 MR. HARDY: He goes over and works local if there is
17 some local available at the bottom of the seniority list, which
18 he was about second man before he made the move.

19 MR. WAGGONER: In other words, he works ahead of any other
20 casual?

21 MR. HARDY: Yeah. They do utilize him before they will
22 call a casual in. He has no seniority actually.

23 MR. WAGGONER: All right.

24 CHAIRMAN FULLMER: Any other question of Mr. Hardy?

25 MR. MURNIN: Mr. Chairman, could I make a statement?

26 CHAIRMAN FULLMER: No.

1 MR. HARDY: This is all I have at this time, with the
2 right to interrupt somebody.

3 CHAIRMAN FULLMER: Local 468, Oakland. Mr. Freitas.

4 MR. FREITAS: I will speak on this first, then. As we
5 stated before, we are protesting the move. I would like for the
6 line men of 468 to have thirty days in which to decide to move
7 over to San Francisco. I would also like to request of the
8 Committee, if they see fit to do so, to extend the three-year
9 layoff clause to protect these men in Oakland that elect not to
10 move in San Francisco.

11 I would also like the company to elaborate on one section
12 which we discussed at the meeting at Local 70 on the 1st of
13 October which they seem to have left out of their change. This
14 is the one portion on page 2 where "The company explained that
15 the work remaining for Locals 70 and 468 in the East Bay would
16 be operated from a small East Bay terminal facility which the
17 company would arrange for in the vicinity of the present Seatrain
18 container yard and Western Pacific team and piggyback facilities."
19 And they stated: "At this time, however, the company is not in
20 a position to determine the number of such jobs, but will under-
21 take to advise Locals 70 and 468 prior to the closing of its
22 Wood Street facility the number of such employees required."

23 We would like at this time, if at all possible, to know
24 how many people they are going to leave with their Seatrain
25 operation so that we can then inform our men as to how many
26 positions will remain in Oakland, and then they can elect to

1 bid on these.

2 I'll rest there and let Scotty continue.

3 CHAIRMAN FULLMER: Let's see if we can get a response
4 to the question raised there from the company.

5 MR. WALKUP: Yes. The 468 employees that will remain
6 operating from the East Bay domicile would be the five tanker
7 men working on the two volume tankers--the five drivers working
8 on the two volume tankers; the one Mobil Tariff 15 lease, a set
9 of doubles; and four for all containers and Seatrain intercity
10 beyond the jurisdiction.

11 MR. FREITAS: May I ask: He stated five tanker men.
12 Now these tanker men being separate, would the men that are on
13 these tanker jobs just remain undisturbed and remain in Oakland?
14 I mean, no one else could disturb these people?

15 MR. WALKUP: That's my understanding.

16 MR. FREITAS: Fine.

17 CHAIRMAN FULLMER: Mr. Salsbury.

18 MR. SALSURY: Yes. In this, they are going to run the
19 Vallejo run from 23rd and Illinois Street in San Francisco.
20 That is the Vallejo run that they are running now from Oakland.
21 The Napa run and the Fairfield-Travis: the Napa run is going to
22 be changed to Santa Rosa and the Fairfield run is going to
23 Sacramento. Will our men be entitled to go with these runs?

24 MR. WALKUP: Based upon the provisions of the contract,
25 seniority.

26 For example, the run at Santa Rosa, we have no such

1 peddle run in the outlined details of the agenda. It's a pickup
2 and delivery run. We run no such peddle run from the Santa Rosa
3 terminal. They're all local runs.

4 The arrangement with the company and the Santa Rosa local
5 is that such local pickup and delivery runs are on the Local
6 Supplement. So the availability on that point to move the 468
7 men to Santa Rosa, it would be our understanding that if they
8 moved, they would come under the Local Supplement, subject, how-
9 ever, that there would be no layoff of local men in Santa Rosa
10 at the time of the change.

11 MR. SALSURY: In the changing of the domicile, I think
12 the contract is that the man could go with his run.

13 MR. WAGGONER: Scotty, state your position.

14 MR. SALSURY: The position is that these men do follow
15 these runs. We feel that the men that are on these runs now
16 should be able to go with them and run these runs out of whatever
17 terminals they are sent to.

18 CHAIRMAN FULLMER: You're contending that the provisions
19 of Article 5, Section 5 (e) apply?

20 MR. SALSURY: Change of domicile, right.

21 MR. FREITAS: Mr. Chairman, if I may, to go further on
22 that. All men that move out of Oakland to other facilities, we
23 would like, if the Committee sees fit, to integrate their senior-
24 ity for all purposes, and also, that whatever runs they leave
25 Oakland with, they will remain on these runs until the expiration
26 of their present bid date and then be disturbed only by higher

1 seniority men in these other terminals on the rebidding.

2 MR. SALSURY: This is until April the 1st. April the
3 1st was their bid date. So actually, it would be until April
4 the 1st and then the men would be moved.

5 CHAIRMAN FULLMER: Do the Panel members have any question
6 of Local 468?

7 MR. SALSURY: Oh, could I ask one other thing?

8 The pension plan is one thing that we wanted to find out
9 here. I don't know.

10 MR. RICHARDSON: It's the same.

11 MR. SALSURY: I'm sorry about that.

12 MR. WAGGONER: I would like to ask the company some
13 questions, Mr. Chairman.

14 Are you taking these runs that you have in San Francisco
15 and turning them around and running them back out of San Fran-
16 cisco?

17 MR. WALKUP: That's correct.

18 MR. WAGGONER: It would be the same, except that they
19 are running out of San Francisco instead of their present terminal
20 locations.

21 MR. WALKUP: That's true.

22 MR. RICHARDSON: I might add one thing.

23 CHAIRMAN FULLMER: We'll get that.

24 MR. RICHARDSON: On the pension, I just want to say--

25 CHAIRMAN FULLMER: We'll get back to that.

26 Local 890, Salinas. Irving Duncan.

1 MR. DUNCAN: Most of the questions have been answered
2 by the company. We have no question, with the exception of one.
3 The remaining run that will be left out of Salinas, would that
4 be a protected bid run?

5 MR. WAGGONER: The answer is yes?

6 MR. WALKUP: Yes.

7 MR. WAGGONER: All right.

8 CHAIRMAN FULLMER: Any other question?

9 According to my notes, we have had responses now from
10 all the local unions who have indicated a protest. Before we
11 go back, I'd like to check with the unions that have not indi-
12 cated a protest to see if there is any question or clarification
13 they have at this time.

14 Local 70?

15 MR. FREITAS: Yes, I have a question on the 25-mile
16 language in the contract, whether or not it applies to our
17 particular situation. If so, does this Committee have the juris-
18 diction to rule?

19 We have recognized in a part of the ONC move of 1968
20 where the Change of Operations Committee recognized the three-
21 year provision on layoff. So I take it from that decision that
22 this is the proper place to have this in regard to seniority
23 moves over in San Francisco. The 25-mile radius, in our opinion
24 is silent.

25 MR. WAGGONER: Mr. Chairman?

26 Is it your position that the rule, the Joint Council 7

1 rule applying to the 25-mile radius does not apply in this
2 instance? Is that what you are saying?

3 MR. FREITAS: I want a clarification. What I want to
4 do is find out if we are within our rights to request a Change
5 of Operations under this 25-mile rule.

6 MR. WAGGONER: You make your request and state your
7 reasons, and that becomes part of the record for the consideration
8 of the Committee.

9 MR. FREITAS: We are requesting that the Change of Oper-
10 ations--well, you have prior cases involving ONC and we are
11 going to stand on that assumption.

12 CHAIRMAN FULLMER: I take it your position is contrary
13 to that Local 85 has taken.

14 MR. FREITAS: Exactly.

15 CHAIRMAN FULLMER: I'm not telling you now what our
16 answer is, but at least we have the two positions.

17 Anything further?

18 All right. Local 980, Santa Rosa.

19 MR. CAMPBELL: This peddle run as it's mentioned in
20 here has not been talked of. You don't have a peddle run as such.
21 This work is not the same that was in 468. It will be short
22 line into Santa Rosa, go into Napa, the same as our local freight.
23 We are asking this come in on the local freight run because it's
24 short line into Santa Rosa and picked off the dock the same as
25 the local freight work.

26 CHAIRMAN FULLMER: Do you have a question?

1 MR. WAGGONER: Off the record.

2 [Remarks outside the record.]

3 CHAIRMAN FULLMER: Back on the record.

4 Does anyone have any questions of Local 980?

5 All right. Now I would like to hear again from the
6 company for any rebuttal or closing remarks they may have, and
7 we will check with the protesting locals one more time.

8 MR. WALKUP: Perhaps it might be well to put in the
9 record the reason for the December 1st. As I explained in my
10 opening remarks, the sale of the company did not involve terminal
11 property. As of December 1, the company, Walkup's Merchants
12 Express, must determine what terminals it will hold over on a
13 lease basis on the Walkup Company interest. That's the company
14 that owns the major terminals. This is the reason for the
15 December 1. This advice must be given by December 1 or else
16 it is forced to hold over these terminals, and the economies
17 necessary to continued operation and restoring profitable oper-
18 ations would be lost.

19 Insofar as the general remarks on these outside runs,
20 they are strictly a reversal. For example, last night we ran
21 twelve short line men. Of that, ten of these short line drivers
22 moving throughout Northern California were stationed on the out-
23 side. So the tonnage is moved from Oakland to San Francisco out-
24 It has been the historical practice to domicile these drivers
25 there, the majority of them. I spoke on the record previously
26 of about 70 percent. Last night, with all of the outside drivers

1 running, it would be higher than 70 percent.

2 The circumstances insofar as the run to Santa Rosa, it
3 is the conditions of operation from our Santa Rosa terminal that
4 this come under the Local Supplement. The three drivers that
5 presently run out of Oakland on these pickup and delivery runs
6 became members of 468 when we effected the close of our Vallejo
7 terminal several years ago. In other words, all of the areas
8 involving Napa, Vallejo, Fairfield-Travis area pickup and
9 delivery-wise were served under the Local Supplement historically.

10 Insofar as the remarks concerning the applicable 25-mile
11 radius and this properly being before the Change, because of
12 the seniority involved with the local employees at these major
13 terminals and these line questions, we feel it is properly here.
14 The company is prepared to give adequate notice to its employees,
15 because of their longtime association with the company, as to
16 the work available and the amount of work and equipment that will
17 transfer into 23rd and Illinois Street. Just as the company has
18 good will built over many years of operation, it equally recog-
19 nizes that it has many good employees, members of the company,
20 over the same years. For example, our oldest man that works for
21 us out of Oakland, John Carvalho, has been an employee of
22 Walkup's Merchants Express since 1925, the next man 1926 and so
23 on.

24 It is for this reason that we feel that every opportunity
25 should be given for these men to have a fair period of time to
26 select their job opportunity, that is, to remain with the local

1 drayage and cartage and container operations in the East Bay or
2 follow their work into the West Bay.

3 In the meeting of October 1, the company was asked
4 directly whether it favored the dovetail of such employees in
5 the East Bay on this pickup and delivery work into the major
6 operations at 23rd and Illinois, subject to the proper deter-
7 mination under the outstanding labor contracts. Because of the
8 protracted years of service that we have by drivers and terminal
9 men at San Francisco and Oakland, the company's response was
10 that we were in favor that these men would be able to follow
11 their work and maintain their continuity of employment with the
12 company.

13 The company on this same score objects to the circum-
14 stance outlined by Tim Richardson that these men would come as
15 bobtail men at the bottom of the list and so forth. We are
16 favoring the dovetail of these two major seniority barns on the
17 basis of consolidated operation so that there would be a minimum
18 effect on the company's operation. Certainly a bobtail driver,
19 if he sees fit to move, like Art Ayhens that's worked for us
20 since 1942 in the East Bay operation, should, in our opinion, be
21 able to maintain his dispatch from 23rd and Illinois Street out
22 into the same route area.

23 For the Committee's consideration in this matter of
24 seniority, which is one of the major effects of the proposed
25 company's change, we have seniority lists of the Local 85 oper-
26 ation presently involved and a seniority list presently applicable

1 from Local 70. You will note that the Local 70 list has a
2 substantial number of employees, up to some 121. However, these
3 men do have seniority under the terms of the contract, but many
4 of them are not presently employed. This is because of the loss
5 of the Matson container pickup and delivery and stuffing oper-
6 ation in the recent months in the East Bay. We currently are
7 operating approximately seventy men at the Oakland terminal.

8 Insofar as the work that we contemplate, continuing to
9 serve the same area in the East Bay from 23rd and Illinois, we
10 see that approximately fifty-five of the presently employed Local
11 70 employees would have opportunity, subject to the determination
12 of seniority rights under this Change of Operation, to be em-
13 ployed at 23rd and Illinois Street.

14 I believe that concludes the company's remarks.

15 CHAIRMAN FULLMER: Do you have copies of those seniority
16 lists available?

17 MR. WALKUP: Yes.

18 MR. WAGGONER: I have a couple of questions.

19 CHAIRMAN FULLMER: Questions, Mr. Waggoner?

20 MR. WAGGONER: Yes.

21 Mr. Walkup, this one list you handed the Committee shows
22 the Oakland terminal warehouse. You have two names there:
23 Kathryn Onstott and Francine Sharp. Now, what do they represent?

24 MR. WALKUP: This is an exhibit of the employees involved
25 in our discussion in Local 856. Those two employees are presently
26 operating in our Oakland warehouse terminal under the agreement

1 with 856. Those people would have, as job opportunity is avail-
2 able, to have call to integrate at our general office in San
3 Francisco.

4 CHAIRMAN FULLMER: Off the record.

5 [Remarks outside the record.]

6 CHAIRMAN FULLMER: On the record.

7 Let the record show that the initial exhibit that the
8 company passed out from the Oakland terminal warehouse, Oakland
9 terminal office and San Francisco terminal shows a total of
10 ten employees. It all refers to the seniority of Local 856
11 members. Is that correct, Ward?

12 MR. WALKUP: That's correct, sir.

13 MR. WAGGONER: You have stated you had 70 men employed at
14 the Oakland terminal.

15 CHAIRMAN FULLMER: Off the record.

16 [Remarks outside the record.]

17 CHAIRMAN FULLMER: Back on the record.

18 MR. WAGGONER: Now, the seventy men presently employed
19 at your Oakland terminal--

20 MR. WALKUP: I believe I mentioned eighty, sir.

21 MR. WAGGONER: Eighty?

22 MR. WALKUP: Yes.

23 MR. WAGGONER: And you stated that you thought you would
24 have work available for fifty-five of those people--

25 MR. WALKUP: That's correct.

26 MR. WAGGONER: --at the new terminal, or at the San

1 Francisco terminal.

2 MR. WALKUP: That is correct.

3 MR. WAGGONER: How many people do you have on layoff at
4 the Oakland terminal presently?

5 MR. WALKUP: The seniority list is an exhibit there. I
6 think it mentions that there is a hundred and twenty-one, and
7 we are currently operating about eighty. That would be forty.

8 MR. WAGGONER: Approximately forty or forty-one people
9 are presently on layoff.

10 Now, just for the moment, assume that fifty-five people
11 moved into the San Francisco terminal. Would that in any manner
12 create a layoff situation where people would be faced with a
13 layoff at the San Francisco terminal if you took fifty-five people
14 and moved them over there?

15 MR. WALKUP: No sir, it should not. It wouldn't be our
16 purpose to move them if it did.

17 MR. WAGGONER: Then I presume the same would be true
18 insofar as the line runs are concerned where you are proposing to
19 redomicile drivers from the outside into the San Francisco
20 terminal. In other words, you still have sufficient work without
21 resulting in a layoff.

22 MR. WALKUP: We have presently men on layoff in 468 and
23 Local 85 currently.

24 MR. WAGGONER: There are people on layoff.

25 MR. WALKUP: Yes, there are.

26 CHAIRMAN FULLMER: That's line seniority.

1 MR. WALKUP: On the line seniority.

2 CHAIRMAN FULLMER: Is there anyone on layoff in Local
3 85?

4 MR. WALKUP: Yes, there is.

5 MR. WAGGONER: How many?

6 MR. WALKUP: There could be four or five. The range of
7 employment at San Francisco in recent months has been from sixty-
8 one to seventy-two. The range of employment at Local 70 has been
9 from seventy-six to ninety-nine. This is pickup and delivery
10 for terminal employees.

11 MR. WAGGONER: That's all.

12 CHAIRMAN FULLMER: Do Panel members have any questions
13 of the company? Paul?

14 MR. WALKUP: I would like to put one other matter in the
15 record for consideration, as it may be considered. This involves
16 one of our Tariff 15 house operations in Local 70. It has come
17 to the attention of this client that we are proposing an oper-
18 ational change affecting the East Bay and N&B Building Corpo-
19 ration. We have two sets of doubles on lease out there, including
20 driver service, under Tariff 15. And the manager of that oper-
21 ation writes me as follows, under the date of October 24th:

22 "This letter is to remind you of our telephone
23 conversation about Edwin Brown and Michael Lopez,
24 the drivers of the two trucks we leased from you.

25 "When we entered into this lease on 5/1/63, we
26 made a verbal agreement that these two men would

1 be transferred from our payroll to yours with
2 all their seniority rights and that they would
3 always be drivers of these trucks. Therefore,
4 when you close your Oakland terminal, I do not
5 see how these could become bid jobs. If the
6 union insist they become bid jobs, you can tell
7 them that I will cancel the lease arrangements to
8 protect my present drivers."

9 This is the position of a client. I just want it a
10 matter of record. I would say that insofar as the verbal agree-
11 ment that it refers to, that these two employees, Brown and Lopez,
12 are being paid vacation based on prior service that they had with
13 N&B Building Corporation prior to their acquiring our equipment
14 and putting it on this tariff arrangement.

15 CHAIRMAN FULLMER: In other words, for vacation purposes,
16 you have honored that oral agreement?

17 MR. WALKUP: Yes, and they have the seniority, as a
18 practical matter, Mr. Chairman, to maintain these jobs. And it's
19 only in the case of layoff that such house men have been affected
20 in our operation.

21 I believe that's true. Isn't that true?

22 MR. FREITAS: On the master seniority roster, yes.

23 CHAIRMAN FULLMER: Paul, did you have a question?

24 MR. JAMES: Getting back to these clerical people, members
25 of 856, did you state that you have an understanding with the
26 representative of 856 as to the application of seniority if and

1 when work becomes available in your San Francisco general and
2 terminal offices?

3 MR. WALKUP: That's correct.

4 CHAIRMAN FULLMER: Any other questions of the company?
5 Local 85?

6 MR. RICHARDSON: This will be on local.

7 CHAIRMAN FULLMER: First, before we get into that, would
8 you now make your statement about the pension.

9 MR. RICHARDSON: In Local 85, we have a different pension
10 from Local 70. We have our own pension plan on the local end
11 of it. And I would like arrangements made that any of the men
12 transferring over, that if they lose--they would be in jeopardy
13 of losing their pension or any pension rights that they have in
14 Local 70, that the company stipulate that they will pay in the
15 Western Conference Pension Plan for these men that will transfer
16 over.

17 MR. JAMES: Continue to pay.

18 MR. RICHARDSON: Continue to pay.

19 CHAIRMAN FULLMER: It's my understanding that this has
20 been the case in other changes where East Bay men have come in
21 85 that they continue to make pension contributions to the
22 Teamsters Pension Trust rather than Local 85 Trust and it is
23 acceptable to Local 85.

24 MR. RICHARDSON: It's acceptable, but I would rather have
25 it in the record.

26 As far as Local 85, we still insist that any men that

1 will transfer over, that we abide by Article 5, Section 5 of the
2 contract in that they come over, they use their seniority for
3 the purposes of vacation, other fringe rights and layoff purposes,
4 but for the purposes of job bidding on equipment and classifi-
5 cation, that they are at the bottom of the seniority list, that
6 they use only terminal seniority.

7 CHAIRMAN FULLMER: It is the position of Local 85, then,
8 that this is a 5 (b) (2) change and you do not voluntarily
9 accept the principle of dovetailing. Is that correct?

10 MR. RICHARDSON: That's correct.

11 CHAIRMAN FULLMER: Another way of saying it, Tim.

12 MR. RICHARDSON: That's correct.

13 On the local end of it, that regular work will be avail-
14 able before any of these people transfer over. In other words,
15 our whole side has to be working, everyone has to be working,
16 and then, if they transfer any of these men over, there has to
17 be regular work available for them. I understand your question.

18 CHAIRMAN FULLMER: Question?

19 MR. WAGGONER: Tim, do you mean that that also includes
20 the call back of any of your people on layoff before anybody
21 gets called over?

22 MR. RICHARDSON: That's correct.

23 CHAIRMAN FULLMER: Mr. Murnin. Line.

24 MR. MURNIN: A little matter that has presented itself
25 recently. I don't know who in the company has actually instigated
26 the thing. It's our away-from-home-terminal dispatch, where

1 apparently somebody in the company is attempting to turn the men.
2 I am referring to the line. I think the contract is pretty
3 clear. I wish the Committee would get something across to the
4 company where they are not going to be running these guys on
5 eight when they are away from home. It says, to my knowledge,
6 a reasonable period of time.

7 MR. WAGGONER: What contract are you talking about?

8 MR. MURNIN: I'm talking about the line contract.

9 MR. WAGGONER: This here, the red book.

10 MR. JAMES: What point were you trying to make?

11 MR. MURNIN: That when they are on away-from-home
12 dispatches--

13 CHAIRMAN FULLMER: Hold it down, fellows.

14 MR. MURNIN: The company brought this issue up.

15 CHAIRMAN FULLMER: Just answer Paul's question. You got
16 to be simple for Paul and me to understand.

17 MR. MURNIN: You said it, I didn't.

18 MR. JAMES: Go ahead.

19 MR. MURNIN: In the away-from-home dispatch, the company
20 is attempting to turn these guys out on eight. It is pretty clear
21 about your reasonable period of time on dispatch.

22 MR. WAGGONER: John, that is not a question for this
23 Committee to answer, but you can get your answer awfully easy
24 right around this area.

25 CHAIRMAN FULLMER: Do you have anything further, John?

26 MR. MURNIN: No.

1 CHAIRMAN FULLMER: 150?

2 MR. TOBIN: Yes. I'm only sorry at the fact that the
3 local operation was brought in here, and it certainly clouded
4 the line for 150, 439, 287 and the other people who are involved
5 with the line men being moved. We spent about 90 percent of
6 the time talking about this movement of the terminals within
7 the Bay Area, and I think it's clouded our position to the point
8 where consideration for the men involved in this movement is not
9 given, taking them away from their homes and putting them in the
10 Bay Area. And I don't feel that the company has justified any
11 position or made any position other than talk about the local
12 movement.

13 CHAIRMAN FULLMER: I think we have your argument. Do
14 you have anything further?

15 All right. 287?

16 MR. CANCELLA: There is something that I forgot on my
17 first presentation.

18 CHAIRMAN FULLMER: Now is the time.

19 MR. CANCELLA: I have not only two bid men. I have two
20 bid men and I have a third bid wild man. He runs all over. He
21 may run short line, he may run line.

22 I brought this up at our September 29th meeting and I
23 haven't heard as to what's going to happen to that man.

24 CHAIRMAN FULLMER: How does the proposal affect the wild
25 man, Mr. Walkup?

26 MR. WALKUP: He would be on layoff status at San Jose

1 and work when the new consolidated operation is working. This
2 is his status of present employment at San Jose. He only
3 operates at the time that there is freight available.

4 MR. WAGGONER: Put that back again. I'm sorry.

5 You got this third man. Now what is it, you say, will
6 happen to him?

7 MR. WALKUP: He is like the third man st Stockton that
8 we talked about earlier. He is there, he is on a bid list as
9 wild, he only runs now as freight warrants. His circumstance
10 under the proposed change would be that he would be on layoff
11 status at San Jose, he would only operate as freight warranted
12 and after all of the drivers with seniority at the consolidated,
13 integrated board at the 23rd and Illinois were working.

14 MR. WAGGONER: In other words, the portion of the work
15 that he is performing on occasion is not going to be affected,
16 you're not moving that work anywhere.

17 MR. WALKUP: Well--

18 CHAIRMAN FULLMER: Off the record.

19 MR. WAGGONER: I am asking the question. I want to know
20 the answer. You say that these individual runs, that you are
21 going to turn around and move that work into San Francisco.
22 Now the question has come up in two local unions about a third
23 man that is pulling extra trips on occasion, and when there are
24 no extra trips, he either doesn't work or works ahead of a
25 casual.

26 Now these occasional line trips that this third man is

1 pulling, what happens to that work? Is it still going to be
2 worked out of his present domicile?

3 MR. WALKUP: No. It will be worked out of the present
4 domicile only after everything is worked out of San Francisco.

5 CHAIRMAN FULLMER: I think we got that clarified.
6 Anything else?

7 MR. CANCELLA: I got two more things. Is it the con-
8 tention of the company to drop and pick with the line people in
9 and out San Jose between Los Angeles and Oakland?

10 MR. WAGGONER: A good question! How about an answer?

11 MR. WALKUP: We currently do that.

12 CHAIRMAN FULLMER: As I understand it, your proposal
13 does not contemplate any change in your present practice in that
14 regard. Is that correct?

15 MR. WALKUP: That's correct.

16 CHAIRMAN FULLMER: OK. Does that answer your question?

17 MR. CANCELLA: That point.

18 In the event that this is granted to the company, will
19 the moving expenses be paid by the company to these people who
20 are redomiciled?

21 MR. WALKUP: As provided in the contract, yes.

22 CHAIRMAN FULLMER: All right. Any other question?

23 MR. TOBIN: I wanted to clear up. Mr. Waggoner said two
24 locals. I certainly have one man involved that might be affected.

25 MR. WAGGONER: Whatever.

26 CHAIRMAN FULLMER: All right. 439?

1 MR. HARDY: Not unless the company is changing their mind,
2 that they don't want to go through. I have a couple of things.

3 This third man, let's not cut him short. That is his
4 seniority, that is his job. When you move this to San Francisco,
5 he has nothing. You have to provide for him to go with his work,
6 and that work is part of his work. Now, he may not go, but he
7 has the right to follow his work, and that is what his seniority
8 is based on, the short line run out of Stockton.

9 MR. WALKUP: Well, the determination of such seniority
10 matters while we are here, we have men on layoff that have no-
11 where to go either at San Francisco and Oakland currently working
12 reverse, or available to work reverse of your man.

13 MR. HARDY: You still can't just say--

14 MR. WALKUP: That is why the company proposes this
15 simplification at these outside Northern California terminals
16 to maintain one run, run it every night, run it with the clearing-
17 out freight to the main terminal and run the balance of the oper-
18 ation reverse of what it does for the most part now from San
19 Francisco on a consolidated basis.

20 MR. HARDY: You see, this man was injured by a Change of
21 Operation prior, or he would have been in a pretty good position.

22 CHAIRMAN FULLMER: I think the record is clear on that.
23 It's one of the matters that will be resolved by the ultimate
24 decision.

25 MR. HARDY: The only other thing, I want to see some
26 dovetailing here. I get shot every once in a while. I would

1 say let's dovetail the work if you are going to do it for Oakland
2 and San Francisco. We're not poor relatives out there in the
3 Valley.

4 CHAIRMAN FULLMER: Local 468?

5 MR. SALSURY: Actually, Merchants went through a Change,
6 I guess, about eighteen months ago, about two years ago. There
7 were three men, and I would like this to be clarified by this
8 Committee if possible. There are three men now that are working
9 for Merchants that came from Vallejo. By name, I don't know, I
10 don't recall just who they are. That's why I asked for the
11 seniority list here.

12 CHAIRMAN FULLMER: We don't have a line list.

13 MR. WALKUP: I have those available, Mr. Chairman.

14 MR. WAGGONER: We need them.

15 MR. SALSURY: Because these three men that have moved
16 from Vallejo to Oakland, they came with no seniority, although
17 these men do have quite a bit of seniority. This was in the
18 change. I would like this clarified by the Committee as to
19 where these men would fit in as to what is going in San Francisco.

20 MR. WALKUP: For the clarification of those seniority
21 matters, here is an extra copy of an exhibit of the seniority
22 list of line drivers, members of Local 468. Here are three
23 copies of the seniority list of line drivers, members of Local
24 85, and here would be three copies of the seniority list
25 involving all line drivers that I spoke of here, including the
26 outside at Stockton and the drivers that Mr. Salsbury just

1 mentioned.

2 MR. WAGGONER: Scotty, what seniority do these three
3 men hold presently at 468?

4 MR. SALSBUURY: We have company seniority here for Mr.
5 English which is November of 1943 with the company. We have Mr.
6 Minoletti which is 7/17/51. We have Mr. Bustos which is 6/2/65,
7 and Bob Phillips which is 6/7/65.

8 CHAIRMAN FULLMER: These are the four men that are on
9 the second page of the list. Is that right, Scotty?

10 MR. SALSBUURY: Yes sir, that would be it. It would be
11 the ones on the bottom.

12 CHAIRMAN FULLMER: They are the ones that came in from
13 Vallejo: Phillips--

14 MR. SALSBUURY: Phillips, Bustos, Minolette and English.

15 MR. WAGGONER: What did they come in with?

16 MR. SALSBUURY: Well, they came in and moved with the
17 Change of Operation. They went on the bottom of the list because
18 they brought no work with them.

19 MR. WAGGONER: That's reflected by the dates because
20 their line bid seniority date is different from the company
21 seniority date. The company seniority for vacation purposes,
22 but they started like new people at the terminal.

23 MR. JAMES: This is the dovetailed seniority roster of
24 85 and 468?

25 MR. WALKUP: And the outside.

26 CHAIRMAN FULLMER: More accurately, the suggested or

1 proposed dovetail list.

2 MR. TOBIN: More accurately, they would be on layoff.

3 MR. JAMES: We have retained one copy.

4 CHAIRMAN FULLMER: All right. Scotty.

5 MR. SALSBURY: One other thing I would like clarified
6 in the event that Seatrain completely folds up. He says there
7 are going to be four men left in Oakland and there will be one
8 man on this Mobil run. I would like a clarification as to what
9 would happen to these people in the event four of the people
10 from Oakland stayed with these runs, also the one man on the
11 Mobil run. What happens in the event it folds and they have to
12 go from there? You clarified that pretty well.

13 CHAIRMAN FULLMER: Anything further, Scotty?

14 MR. FREITAS: That would be in the record, that clari-
15 fication.

16 MR. SALSBURY: Don't just put your thumb down, put it in
17 the record.

18 CHAIRMAN FULLMER: Local 890?

19 MR. DUNCAN: Nothing further.

20 CHAIRMAN FULLMER: Do the parties have anything further?
21 Thank you. Executive session.

22 MR. HARDY: On this--

23 CHAIRMAN FULLMER: Still on the record. Art.

24 MR. HARDY: On this seniority list, I am going to say it
25 again, you forgot my third man. He's not on this.

26 MR. WAGGONER: I haven't forgotten him yet.

1 CHAIRMAN FULLMER: 70?

2 MR. BOB FREITAS: I would like to have a clarification
3 of the pension plan for 85, whether the company is ready to
4 pay to the Western Conference.

5 MR. RICHARDSON: As I heard the company remark--

6 MR. FREITAS: I would like to hear it from the company.

7 MR. WALKUP: Yes.

8 MR. FREITAS: There are three house trucks under Tariff
9 15, N&B, Nalley's and Westinghouse, and these are all recognized
10 under the master seniority list, and it would be our position
11 that these would be biddable jobs by seniority roster.

12 Also I would like to know from the company exactly how
13 many people we are going to maintain in Local 70. He says
14 fifty-five go to San Francisco. That gives me an idea of possibly
15 fifteen remaining here, counting the Tariff 15. Is that right?

16 MR. WALKUP: Fifteen to twenty, I would say, Bob. I
17 have given the range of employment that we have experienced in
18 the recent months.

19 MR. FREITAS: The balance would be laid off?

20 MR. WALKUP: That's right.

21 MR. FREITAS: And then have you considered whether or
22 not the master applies in the closing of 5 (b) (2) or dovetail
23 at the bottom of the list?

24 CHAIRMAN FULLMER: Gentlemen, executive session.

25 MR. MURNIN: Mr. Chairman.

26 Bob Freitas, when you requested an answer from the

1 company as far as pension protection went, Bob, are you talking
2 about fringe rights or overall pension?

3 MR. FREITAS: Everything, overall.

4 MR. WAGGONER: I understood the question, now, that they
5 would continue to pay into the Western Conference of Teamsters
6 Trust Fund on behalf of the Local 70 people who would be trans-
7 ferring into Local 85. They would not pay into the Local 85
8 Pension Fund on those people. That is what I understood.

9 MR. ANDRADE: The pension.

10 MR. WAGGONER: That's right. The people that have
11 coverage in one plan that would be affected into Local 85.

12 CHAIRMAN FULLMER: In other words, the company is per-
13 fectly willing to continue to pay into the Western Conference
14 of Teamsters the way they have paid the rest of the plan for
15 85.

16 MR. MURNIN: There is only one.

17 CHAIRMAN FULLMER: We are the only one that won't join
18 you.

19 MR. HARDY: On the record.

20 Carmon is the third man.

21 CHAIRMAN FULLMER: Gentlemen, at the Chair's request,
22 we have in the hearing room Mr. Booker, representing Local 431
23 in Fresno.

24 Mr. Waggoner and I have some joint questions of both the
25 company and Mr. Booker.

26 Mr. Walkup, do you presently have line drivers domiciled

1 in Fresno?

2 MR. WALKUP: We do. We have two men.

3 CHAIRMAN FULLMER: And where are they running?

4 MR. WALKUP: They are one on each side of the board,
5 Fresno, L.A., San Diego, layover and return.

6 CHAIRMAN FULLMER: It's my understanding that your
7 proposed change will in no way affect those two bids. Is that
8 correct?

9 MR. WALKUP: That is correct.

10 CHAIRMAN FULLMER: Do you have any other line drivers on
11 the Fresno seniority list who are on layoff?

12 MR. WALKUP: We do not.

13 CHAIRMAN FULLMER: The effect of your proposed change
14 as presently proposed will require one additional line driver
15 domiciled in Fresno. Is that correct?

16 MR. WALKUP: That is correct.

17 CHAIRMAN FULLMER: What is the annual bid date in Fresno?

18 MR. WALKUP: The two existing runs at Fresno are not bid.
19 Driver Avery has seniority from 1/27/58, has been on that run,
20 one of the runs subject to our discussion here, since that time.
21 The other driver, Rodriguez, has company seniority and run
22 seniority since 6/22/64. These two established runs are not bid
23 The terminal local work is bid subject to the date of October
24 25th.

25 CHAIRMAN FULLMER: Off the record.

26 [Remarks outside the record.]

1 CHAIRMAN FULLMER: Back on the record.

2 As a result of our off-the-record discussion, it's the
3 Chair's understanding that Local 431 is not protesting the
4 change, but you did have a question or two on the record.

5 OK, Larry.

6 MR. BOOKER: Our main question is as to how the man's
7 seniority is coming into our board and how it will affect our
8 Fresno to San Diego runs.

9 CHAIRMAN FULLMER: It's my understanding, from what the
10 company has stated--and I want you to confirm this, Mr. Walkup--
11 that the proposed change that is presently before us will in no
12 way affect the two existing Fresno-San Diego bids. Is that
13 correct?

14 MR. WALKUP: That is correct.

15 CHAIRMAN FULLMER: Now, as to the seniority application
16 of the man to be moved into Fresno, that is for the determination
17 of the Committee and is one of the matters that, at such time as
18 we render a decision in this case, we will try to resolve.

19 Do you have anything further, Larry?

20 MR. BOOKER: Well, I just want to get on the record that
21 we were excluded from the main hearing of this case. We're not
22 protesting the change, but we just would like to have it on the
23 record that we weren't involved in it.

24 CHAIRMAN FULLMER: And that you hadn't been notified, but
25 you are not protesting as to the proceeding to hear the case
26 before the Committee. Is that correct?

1 MR. BOOKER: Correct.

2 CHAIRMAN FULLMER: OK. But one other thing I failed to
3 note that came to light in our off-the-record discussion is that
4 there is no annual bid date on these two Fresno-San Diego runs
5 as such. There are only two men and two runs. But the bid date
6 for the local work at Fresno is in October. Is this correct,
7 gentlemen?

8 MR. WALKUP: Correct.

9 MR. BOOKER: Yes.

10 CHAIRMAN FULLMER: Executive session.

11 [Executive session.]

12 MR. JOHNSON: In Case 11-9-4846, I move that the Change
13 of Operations be approved as clarified by the company on the
14 record, with the following provisos:

15 (1) The objection of Local 85 as to the jurisdiction of
16 the Committee has been duly considered and expressly overruled.

17 (2) The jobs which will remain in Oakland and the jobs
18 which will be available in San Francisco (approximately 55) as
19 a result of the transfer of work from the Oakland terminal to
20 the San Francisco terminal shall be first offered for bid on a
21 seniority basis to the local employees who are presently regu-
22 larly employed at the Oakland terminal.

23 After such bids, any remaining jobs at San Francisco
24 shall be filled first by calling back employees on the San
25 Francisco local seniority list who are presently on layoff.
26 After this procedure has been followed, if there are any unfilled

1 jobs remaining, they shall be offered to laid-off Oakland local
2 employees.

3 All Oakland local employees who successfully bid jobs in
4 San Francisco shall be dovetailed on the San Francisco local
5 seniority list on the basis of their full company local senior-
6 ity.

7 Any employees remaining on layoff status at either ter-
8 minal after the completion of such bidding shall have their
9 seniority protected at their respective terminals under the
10 applicable provisions of the labor agreements.

11 (3) The line drivers at Oakland whose work is being
12 transferred to San Francisco shall be merged and dovetailed on
13 the San Francisco line seniority list on the basis of their
14 respective full company line seniority dates.

15 Drivers who are presently on established runs out of
16 Oakland which are being transferred to San Francisco shall have
17 the opportunity to continue to hold such runs until the next
18 annual bid date, and their dovetailed seniority shall not be
19 exercised for work selection until that time, except that the
20 reversed Fresno to San Francisco run shall be offered for bid
21 to the merged list, and if not claimed, it shall be filled as
22 provided below.

23 (4) (a) The line drivers at Santa Rosa, Sacramento,
24 Stockton, San Jose and Salinas who will be affected by the work
25 that is being transferred to San Francisco shall be placed on a
26 common roster on the basis of their respective terminal company

1 line seniority dates, and five of these drivers shall be offered
2 the opportunity of moving to San Francisco. Those electing to
3 so move shall be placed on the merged San Francisco seniority list
4 referred to in paragraph 3 above on the basis of their full
5 company line seniority dates but shall not use their positions on
6 that list for work selection purposes until the next annual bid
7 date.

8 (b) If the reversed Fresno to San Francisco run is
9 not claimed by drivers from the merged San Francisco seniority
10 list as provided in paragraph 3 above, it shall be offered to the
11 drivers on the common list referred to in subparagraph (a) above.

12 (c) Any driver who does not relocate under sub-
13 paragraph (a) or (b) above shall be placed on layoff status at
14 his current terminal under the provisions of the applicable labor
15 agreement.

16 (5) The two Oakland drivers holding the Napa and Fairfield-
17 Travis runs shall be offered work opportunities at the Santa Rosa
18 and Sacramento terminals respectively if work is there available.
19 However, they shall be placed at the bottom of the local seniority
20 rosters for both layoff and work selection purposes, retaining
21 company seniority only for determining length of vacation.

22 Should either or both of the drivers elect not to move
23 as described above, they shall be placed on layoff status at
24 Oakland under the provisions of the applicable labor agreement,
25 and the company shall offer them work opportunities elsewhere in
26 its system ahead of new hires, either line or local. One offer

1 per employee shall satisfy the company's obligation in this
2 respect.

3 MR. JONES: Second.

4 CHAIRMAN FULLMER: You heard the motion. Those in favor
5 say "Aye."

6 Opposed?

7 The motion is carried.
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